

EXHIBIT 2

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

BCB CHEYENNE LLC d/b/a BISON
BLOCKCHAIN, a Wyoming limited liability company,

Plaintiff,

v.

MINEONE WYOMING DATA CENTER
LLC, a Delaware limited liability company;
MINEONE PARTNERS LLC, a Delaware
limited liability company; TERRA CRYPTO
INC., a Delaware corporation; BIT ORIGIN,
LTD, a Cayman Island Company;
SONICHASH LLC, a Delaware limited
liability company; BITMAIN
TECHNOLOGIES HOLDING COMPANY, a
Cayman Island Company; BITMAIN
TECHNOLOGIES GEORGIA LIMITED, a
Georgia corporation; and JOHN DOES 1-18,
related persons and companies who control or
direct some or all of the named Defendants.

Defendants.

Civil Action No. 23-CV-79-ABJ

**AFFIDAVIT OF MICHAEL MURPHY REGARDING
THE INCORPORATION OF THE CAMPSTOOL FACILITY INTO THE BUDGET**

COMES NOW your affiant, on his oath, and hereby states as follows:

1. I am Michael Murphy, age 42, and I have personal knowledge of these matters and I am competent to provide this testimony.
2. I was born and raised in Casper, Wyoming. I hold BBA (2004) and Masters of Accountancy (2005) degrees from the University of Notre Dame's Mendoza College of Business, where I graduated number one in each of my respective classes. I have been a Certified Public Account (with experience at the Financial Accounting Standards Board and PwC) and a licensed real estate broker since 2006.
3. I am one of three founding members of BCB Cheyenne LLC ("BCB") who won a competitive RFP from Cheyenne Light, Fuel, and Power Company ("CLFPC"), a wholly-owned subsidiary of Black Hills Corporation ("BHE"), in 2021 and later negotiated a Blockchain Interruptible Service Agreement ("Original BCIS Agreement") between BCB and CLFPC, effective February 22, 2022, for 75MW of power across two locations in/around Cheyenne, WY (45MW at North Range and 30MW at Campstool) in order to build bitcoin mining facilities at both sites ("the Project").
4. During this time, and over the ensuing months through early June 2022, I worked for BCB to put parcels of land under contract at each site, initiate site plans for those parcels, and secure financing for the Project.
5. Related to the Project's financing, I played an integral role in working through and finalizing a deal between BCB and several entities owned, managed, and/or affiliated with Erick Rengifo and Jiaming Li, such that the Rengifo/Li entities would finance, own, and control the entire project, which included (but was not limited to) the following:
 - Negotiating a more favorable BCIS Agreement with CLFPC (the "Restated BCIS Agreement"), based on requirements from Erick Rengifo and Jiaming Li;
 - BCB effectively assigning the Restated BCIS Agreement to MineOne Wyoming Data Center LLC ("MineOne") by MineOne and CLFPC signing the Restated BCIS Agreement on June 9, 2022
 - BCB and MineOne entering into the Development, Hosting, and Services Agreement ("DHS Agreement"), dated June 9, 2022;
 - BCB and MineOne entering into the Side Letter Re Digital Mining Facilities - Right of First Refusal ("Side Letter"), dated June 9, 2022; and

- BCB and Terra Crypto Inc (“Terra”) entering into the Consultancy Services Agreement (“CS Agreement”), dated June 9, 2022, (together with the DHS Agreement and Side Letter, the “Primary Agreements”, and Terra, together with MineOne, MineOne Partners LLC, Bit Origin, Ltd, and SonicHash, “MOTBO”).
- 6. After the Primary Agreements were signed, I worked diligently for BCB to implement the Project, including BCB doing all of the work required so that MineOne could build and operate a minimum 30MW bitcoin mining facility at the Campstool location.
- 7. This affidavit documents evidence showing the power at the Campstool location should be included in the DHS Agreement budget due to (a) MineOne’s intent to do so (both before and after the signing of the Primary Agreements) and (b) the course of performance of MineOne and BCB after the signing of the Primary Agreements.
- 8. N.B. This affidavit is based primarily on email evidence. While it does reference several phone calls and/or video meetings, it does not include the large majority of audio and/or video calls where I, and/or others at BCB, met with one or more of the MOTBO representatives and/or MOTBO vendors. For example, for much of the project, BCB met with MOTBO on regularly scheduled thrice-weekly update meetings. On many of those update meetings, MOTBO provided directions and/or authorizations to BCB regarding activities at Campstool. In addition to these regularly scheduled meetings, BCB frequently met with MOTBO representatives, MOTBO vendors, and/or other relevant parties on unscheduled meetings regarding Campstool during the course of BCB’s involvement with the project.

CLFPC AND BCB INTENDED TO INCLUDE 30MW AT CAMPSTOOL;

BCB CONTRACTS TO PURCHASE CAMPSTOOL LOT 2;

BCB’S ORIGINAL BCIS AGREEMENT INCLUDED 30MW AT CAMPSTOOL

- 9. On December 21, 2021, CLFPC sent the initial draft of the Original BCIS Agreement to BCB. This draft indicated the Maximum Contract Energy Requirement “shall be 45,000 kW per month multiplied by the total number of hours in the monthly billing period for Customer’s Facility in the vicinity of the North Range substation and shall be 30,000 kW per month multiplied by the total number of hours in the monthly billing period for Customer’s Facility in the vicinity of the East Business Park substation.”

Note: CLFPC's "East Business Park" substation is the same substation as the "Campstool" substation. The maximum available power for North Range (45MW) and Campstool (30MW) in this initial draft reflected discussions between CLFPC and BCB over the preceding two months.

10. Over the ensuing two months, CLFPC and BCB exchanged numerous drafts of the Original BCIS Agreement. Every draft included the same language as the initial draft regarding the Maximum Contract Energy Requirement, which specifically provided for up to 30MW of power at Campstool (as stated above).
11. On January 5, 2022, BCB submitted an offer to purchase land within the Campstool Business Park from the Campstool Land Company, LLC ("CLC").
12. **After several counter-offers between BCB and CLC, the parties agreed on January 13, 2022 for BCB to purchase the Campstool Addition, 4th Filing: Lot 2 Block 4 ("Campstool Lot 2") from CLC in their Contract to Buy and Sell Real Estate.**
13. On January 19, 2022, per the Contract to Buy and Sell Real Estate, BCB sent earnest money of \$50,000.00 to First American Title.
14. On January 20, 2022, per the Contract to Buy and Sell Real Estate, BCB provided proof of funds to CLC, which showed \$2,655,400.00 in BCB's bank account.
15. On January 24, 2022, CLC provided BCB with a soil report, which BCB reviewed.
16. On January 25, 2022, BCB signed the title commitment acceptance.
17. **On February 22, 2022, CLFPC and BCB entered into the Original BCIS Agreement, which specifically provided for up to 30MW of power at Campstool.**

BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 2;
MINEONE AND BCB INTENDED TO INCLUDE 30MW AT CAMPSTOOL BEFORE
SIGNING THE PRIMARY AGREEMENTS

18. On March 9, 2022, BCB met with Erick Rengifo and Jiaming Li (via Zoom teleconference) for the first time and explained the opportunity. After the call, BCB invited Erick Rengifo and Jiaming Li to a data room with pertinent information (indicating that there was 30MW available at Campstool).

19. On March 10, 2022, BCB provided Erick Rengifo and Jiaming Li with additional information in the data room, **which included more information on the 30MW at Campstool.**
20. On March 11, 2022, Erick Rengifo sent an email to BCB instructing them to “...continue with the permits for the land development.”
21. On March 14, 2022, BCB provided Erick Rengifo and Jiaming Li with the Mining Farm Checklist, which Erick Rengifo had requested BCB complete and return to him, and which includes information on the Campstool location.
22. On March 16, 2022, BCB had a Pre-Application meeting for Campstool Lot 2 with various City of Cheyenne departments, including but not limited to Planning and Development, BOPU, Fire Prevention, Engineering, and Building.
23. On March 18, 2022, BCB provided CLFPC with information regarding the possible placement of the meter on Campstool Lot 2 (with said placement likely decreasing interconnection costs).
24. On March 23, 2022, Erick Rengifo requested that BCB propose what a potential relationship could look like between the parties, which Jiaming Li acknowledged on March 24, 2022.
25. On March 25, 2022, BCB provided Erick Rengifo and Jiaming Li with “initial estimated cash and capex needs in order to bring the project to life, as well as what BCB [was] bringing to the table,” which could be used “...as a starting point to work through partnership possibilities.” This information included the Campstool location.
26. On March 26, 2022, Jiaming Li said via email “We know how much need to put to build up, it’s a common practice for us, we have built GA 31mw, PA 30mw, Ohio 50mw, and Ontario 25mw with extension to 100mw, I want to know the exactly you’re asking for the partnership, ,such as how much certain power wanted, with or without money input, percentage of the partnership, hosting services involvement, etc.”
27. On March 27, 2022, BCB received the Property Condition Statement for Campstool Lot 2 from CLC, which BCB reviewed.
28. On March 28, 2022, BCB proposed two potential deal structures to Erick Rengifo and Jiaming Li. With the first option, BCB would own/control the project (and as such,

provide O&M services) and MineOne would provide financing. With the second option, MineOne would own/control the project and BCB would not be involved.

29. On March 28, 2022, BCB responded to Erick Rengifo's request for the "estimated cost of available contract power over the 5 year PPA term," **which included costs for the 30MW of power at the Campstool location.**
30. On April 2, 2022, BCB provided information to an architect for his assistance with preparing a site plan for Campstool Lot 2.
31. On April 4, 2022, I met with Erick Rengifo via Zoom teleconference. Erick Rengifo walked me through his proposed deal structure in which MineOne would own/control the project and BCB would provide O&M services. During the call, Erick Rengifo shared his computer screen (so I could see it) and drew a diagram of the proposed deal structure. **The numbers in Erick's diagram were based on 75MW (i.e., 45MW at North Range and 30MW at Campstool).** I took a screenshot of this diagram so I could accurately convey Erick Rengifo's proposed structure to Emory Patterson and Neil Phippen.
32. On April 7, 2022, Neil Phippen and I met with Erick Rengifo and Jiaming Li in Cheyenne, WY to view the North Range site and Campstool site. Neil Phippen and I then met with Erick Rengifo and Jiaming Li in a conference room in Denver, CO (with Emory Patterson participating via teleconference) to further discuss a potential deal.
33. **On April 8, 2022, Erick Rengifo sent BCB a non-binding Summary of Terms ("TOR"). The stated objective of the TOR was to "build and operate a 75 MW crypto mining facility in Wyoming" (which implied 45MW at North Range and 30MW at Campstool).**
34. On April 11, 2022, BCB received information (via Kerrick Moore, a real estate agent assisting with BCB's purchase of Campstool Lot 2) regarding the City of Cheyenne's requirements for a sidewalk and trail system on the southern portion of Campstool Lot 2 from (a) John Volk of the Campstool Land Company and (b) Jeanie Vetter, the Greenway and Parks Planner for the City of Cheyenne.
35. On April 18, 2022, I emailed Erick Rengifo and Jiaming Li with BCB's comments and questions on the TOR. **The stated objective of the TOR remained to "build and operate a 75 MW crypto mining facility in Wyoming."**

36. On April 19, 2022, Erick Rengifo emailed BCB with Erick Rengifo's responses to BCB's questions and comments on the TOR. **The stated objective of the TOR remained to "build and operate a 75 MW crypto mining facility in Wyoming."**
37. On April 19, 2022, I provided additional information to the architect preparing the site plan for Campstool Lot 2.
38. On April 19, 2022, I directed Kerrick Moore to reach out to the Campstool Land Company and request a four week extension on the due diligence period for Campstool Lot 2.
39. On April 20, 2022, the architect provided BCB with a draft of the site plan for Campstool Lot 2.
40. On April 20, 2022, I met with Erick Rengifo via Zoom teleconference to continue discussing the TOR. I then made additional inline comments on the TOR
41. On April 21, 2022, Emory Patterson emailed a BCB-signed pdf version of the TOR (including all inline comments to date) to Erick Rengifo and Jiaming Li "to memorialize our discussion and general path forward in the proposed deal." **The stated objective of this pdf version of the TOR remained to "build and operate a 75 MW crypto mining facility in Wyoming."**
42. On April 22, 2022, Kerrick Moore emailed me with information from JFred Volk (a real estate agent representing the Campstool Land Company in the sale of Campstool Lot 2). He indicated that the Campstool Architectural Review Committee ("CARC") would likely be looking for information on "some sound mitigation depending on how much noise is produced."
43. On April 22, 2022, I again directed Kerrick Moore to reach out to the Campstool Land Company and request a four week extension on the due diligence period for Campstool Lot 2.
44. On April 23, 2022, I emailed Erick Rengifo and Jiaming Li with a preliminary schedule (including key milestone dates) which included dates and milestones for the Campstool location.
45. On April 25, 2022, I emailed Kerrick Moore with information and specs on possible modular data center ("MDC") providers for the Campstool location, so that he could provide that information to CARC.

46. On April 26, 2022, I emailed Kerrick Moore with results of a sound demonstration for one of the possible MDC providers for the Campstool location, so that he could provide that information to CARC. I also mentioned that we may be able to “implement noise blocking perimeter walls/fences and/or noise absorbing landscaping to further abate the sound if desired.”
47. On April 26, 2022, BCB and CLC agreed to extend the due diligence period for Campstool Lot 2 to May 30, 2022.
48. On April 26, 2022, I emailed a Letter of Authorization to Kerrick Moore for him to coordinate a signature from CLC (which would authorize BCB to submit a proposed site plan for CLC’s Campstool Lot 2 to the City of Cheyenne)
49. On April 27, 2022, I emailed Erick Rengifo and Jiaming Li with links to the Campstool Lot 2 site plan (requesting approval from them before BCB submitted the site plan to the City of Cheyenne) and a preliminary timeline for the Campstool location.
50. On April 27, 2022, Emory Patterson emailed timelines for the North Range location and Campstool location to CLFPC.
51. On April 27, 2022, BCB received a signed Letter of Authorization from the CLC for Campstool Lot 2.
52. On April 29, 2022, Andy Warren with Shermco Industries, Inc (“Shermco”) sent BCB a proposal in support of the Campstool project.
53. On May 2, 2022, Emory Patterson emailed Kerrick Moore with a request for Kerrick Moore to determine if CLC had a prior drainage study and/or transportation impact study performed for Campstool Lot 2 and/or the Campstool Fourth Addition, and if performed, to see if he could get a copy for BCB’s records and use.
54. On May 2, 2022, Emory Patterson provided information to the architect working on the Campstool site plan. That information included a copy of the City of Cheyenne site plan permit application checklist, landscape guidelines, drainage worksheet, transportation impact study, and the pre-development meeting notes. He also included notes from a call with Erin Fagan about the site lighting plan, drainage worksheet, and transportation impact study. And he provided a list of twenty seven (27) items that BCB wanted him to update on the most recent version of the Campstool site plan.

55. On May 3, 2022, Emory Patterson emailed Erick Rengifo and Jiaming Li with a preliminary site improvement budget for both the North Range parcel and Campstool parcel.
56. On May 3, 2022, I emailed Erick Rengifo and Jiaming Li with several questions regarding their due diligence documents and their ability to execute on the full 75MW project.
57. **On May 4, 2022, Erick Rengifo emailed BCB with the initial drafts of the Development Hosting and Services Agreement (“DHS Agreement”) and Consultancy Services Agreement (“CS Agreement”). This draft DHS Agreement stated that “MineOne will acquire, develop, build, own, and host a 75MW digital currency mining facility and BCBC shall then provide certain project management and operations and maintenance services in relation to the Facilities.” This draft DHS Agreement also specifically referenced the availability date of 30MW at the Campstool Lot 2 parcel.**
58. On May 5, 2022, Emory Patterson sent an email to Erick Rengifo and Jiaming Li that included an updated implementation budget for the North Range site and Campstool site.
59. On May 8, 2022, I sent an email to Erick Rengifo and Jiaming Li with BCB’s initial comments and proposed changes to the DHS Agreement and CS Agreement. **This updated draft DHS Agreement further confirmed the overall project was for 75MW (implying both the 45MW North Range site and 30MW Campstool site).**
60. On May 8, 2022, BCB received feedback from the CARC regarding the Campstool Lot 2 site plan. The CARC wanted BCB to propose additional sound abatement features.
61. On May 9, 2022, I sent an email to CLFPC indicating that MineOne would “...provide purchase agreements/orders for 20,000 miners (which would consume the full 75MW) and/or a statement from Mr. Want attesting to the agreements/orders.”
62. On May 9, 2022, Erick Rengifo sent an email to BCB that included a revised draft of the DHS Agreement (including inline comments). **This updated draft further confirmed the overall project was for 75MW (implying both the 45MW North Range site and 30MW Campstool site).**

63. On May 10, 2022, I sent an email to Erick Rengifo and Jiaming Li which, among other things, provided an update that the CARC wanted BCB to provide sound abatement measures for Campstool Lot 2 and sought Erick Rengifo's and Jiaming Li's suggestions on possible ideas.
64. On May 12, 2022, I sent an email to Erick Rengifo and Jiaming Li that included updated drafts of the DHS Agreement and CS Agreement. **This updated draft of the DHS Agreement continued to indicate the project was for 75MW (implying both the 45MW North Range site and 30MW Campstool site).**
65. **On May 13, 2022, I sent an email to CLFPC which provided information previously supplied to me by MineOne, specifically (a) MineOne's "proof of liquidated funds to show the financial means to complete the infrastructure for a 75MW project" and (b) MineOne's "proof of miners to show the ability to consume 75MW of power once the infrastructure was complete."**
66. On May 15, 2022, I sent an email to Erick Rengifo and Jiaming Li to confirm with them that the overall goal of my and Emory Patterson's in-person meeting with CLFPC in Rapid City, SD on May 16, 2022 was to help CLFPC see that "MineOne represent their best opportunity to sell 75MW of power in the next few months." **On May 16, 2022, Erick Rengifo responded to me via email and said "As you said we can go to 75MWs extremely quickly."**
67. On May 18, 2022, I sent an email to Kerrick Moore with thoughts regarding notifying CLC on a potential assignment of the Campstool Lot 2 purchase agreement to MineOne and an extension of the due diligence period.
68. **On May 19, 2022, Erick Rengifo sent an email to BCB with an updated draft of the DHS Agreement. Erick Rengifo said in the email "find the last version of the agreement. We believe we are in a good place now to move forward." This draft continued to indicate the project was for 75MW (implying both the 45MW North Range site and 30MW Campstool site). The draft also included language from Erick Rengifo and his legal counsel regarding liquidated damages that said (emphasis added):**

"In the event of a MineOne Event of Default, if not cured, and if BCBC then chooses to terminate this Agreement, then without prejudice to BCBC's other rights and remedies

available under this Agreement or law, MineOne shall be liable for liquidated damages to BCBC in **an amount equal to the net present value of the budgeted amount of Hosting Fees net of costs and consulting fees therein corresponding to the remaining Term assuming a continuous utilization of 75MW.**”

**CLC BLOCKS ASSIGNMENT AND PURCHASE OF CAMPSTOOL LOT 2;
MINEONE, BCB, AND CLFPC IMPLEMENT CONTINGENCY PLAN FOR 30MW
AT CAMPSTOOL**

69. On or around May 19, 2022, Kerrick Moore informed BCB that CARC had raised only a single concern about the proposed plan for Campstool Lot 2, which was a concern about the potential noise from an operating bitcoin data center. Emory Patterson responded to Kerrick Moore via email and provided several sound abatement options to address the CARC’s concern.
70. On May 20, 2022, Kerrick Moore forwarded an email to BCB from JFred Volk (an agent representing CLC) regarding Campstool Lot 2 that indicated “both the sound concern and the aesthetics...need to be addressed” and “Architectural control will definitely need more information to proceed.” JFred Volk included the CARC requirements and formal submission application.
71. On May 22, 2022, I sent an email to Erick Rengifo and Jiaming Li with an updated draft of the DHS Agreement. **This updated draft continued to indicate the project was for 75MW (implying both the 45MW North Range site and 30MW Campstool site).**
72. On May 23, 2022, before a call later that day with CLC, I emailed Erick Rengifo and Jiaming Li to request their permission to share information with CLC regarding the location of Erick Rengifo’s and Jiaming Li’s other bitcoin mining facilities.
73. **On May 23, 2022, BCB and Kerrick Moore met with JFred Volk and two principals of CLC (John Volk and Mick Powers) to discuss (a) an assignment of the Campstool Lot 2 purchase agreement to MineOne (b) a due diligence extension of the Campstool Lot 2 purchase agreement, (c) the potential noise factor of the project and (d) the aesthetic appeal of the proposed project. After the call, Sarah Bockelmann (with CLFPC) sent an email to BCB which said:**

“Heads up.... John Volk reached to Dustin our Ops Director in Cheyenne. He read some article on the internet about how noisy blockchain miners are. He is reacting emotionally and told Dustin he was considering pulling the plug on the land sale. He is worried about being able to sell the rest of his property. Dustin did his best to calm him down but didn’t feel as if his efforts were very successful. We are brainstorming additional response on our side but wanted to loop you in.”

74. On May 23, 2022, within an hour of Sarah Bocklemann’s email, I responded to her, saying:
 “...thanks for the heads up. Sounds like John has been busy today. We spoke with him, JFred, and Mick Powers at 1pm on a call where our original intention had been to discuss the assignment to MineOne. Instead, we spent most of the call listening, and then responding to, their concerns about noisy bitcoin miners (thanks to the internet article). The previous feedback we had received from JFred (through our real estate agent) regarding our sound abatement solution suggested that the Volks were receptive to our ideas and we simply needed to firm up a few details. Now it sounds like they want much more. Given that, we've been full steam ahead this afternoon on thinking through possible solutions. We've made good progress and should have some solid plans by tomorrow. Would you like to discuss those tomorrow, along with any ideas BHE comes up with, before we respond to the Volks (in order to make sure we are aligned)?”
75. On May 23-24, 2022, BCB reached out to no fewer than six companies which provide sound abatement solutions in order to incorporate feedback into a Campstool Lot 2 sound abatement proposal for CARC.
76. **On May 24, 2022, I sent an email to Sarah Bocklemann and Aaron Carr that said “We are hearing from our real estate agent today that John [Volk], at the last minute, has gotten cold feet and is about to pull the plug (and won't even consider the sound abatement proposal and updated site plan we worked on all afternoon/evening yesterday, and most of last night on). We are working through contingency plans now.”**

77. On May 24, 2022, I provided John Volk's cell phone number to Sarah Bocklemann, so that Mark Stege (Black Hills Corporation's Wyoming Vice President) could reach out to John Volk directly.
78. **On May 24, 2022, JFred Volk sent an email to Kerrick Moore, which Kerrick Moore forwarded to BCB, which indicated, among other things:**
- “(a) Campstool Land Company does not want to, or agree to, assign the contract to another Buyer at this late date.**
- (b) Campstool Land Company does not want to, and will not, extend the due diligence deadline.**
- (c) The 4 members of Campstool Land Company, who also comprise the Architectural Control Committee, are unanimous in their concern that the round the clock noise from the site will negatively impact the surrounding area. This strong potential impact inclines them to look unfavorably upon any possibility for approval. They have not received a formal application for approval per the guidelines in the Covenants.”**
79. On May 25, 2022, I sent a reply email to JFred Volk (including John Volk, Mick Powers, and Wendy Volk) which included a Sound Abatement Proposal for Campstool Lot 2. It also indicated that BCB would start work with the City of Cheyenne on a Conditional Use Permit and documented BCB's list of due diligence to date (and status thereof).
80. On May 25, 2022, I sent an email to Erick Rengifo that said:
- “We are going to show this table [with decibel levels for different zones] to the seller [CLC] today and to help them realize we are within the "general" limits of Industrial zoning (and we're even within the limits of Commercial zoning). The issue we're facing is that the Seller is making emotional decisions out of fear for their remaining parcels. Our goal is to educate them today with data and reason. The sense we get is that even though the land is zoned Industrial, the Seller wants to treat it as zoned Commercial (or even Residential because they might want to put in a hotel nearby at some point!). We are going to work to get to the bottom of this today to better understand what they are thinking so we can address their specific concerns.”**

81. On May 25, 2022, Neil Phippen and I met with JFred Volk in Cheyenne, WY to discuss options and next steps for Campstool Lot 2.
82. On May 26, 2022, I met with Erick Rengifo via Zoom teleconference to provide an update from the meeting with JFred Volk.
83. On May 27, 2022, Neil Phippen and I spoke with JFred Volk on the phone.
84. **On May 27, 2022, I sent an email to Erick Rengifo and Jiaming Li with a summary of the May 27, 2022 call with JFred Volk.** The “main takeaway from that call was that J.Fred represented he would work with [BCB and MineOne], even if [BCB and MineOne] were not under contract, to get all the way through approval from the Architectural Review Committee (as long as [BCB and MineOne] presented a full and complete package to the Committee). [BCB was] encouraged he said he would not expect the Seller to increase the price on [MineOne], however he would provide no assurance or commitment beyond that verbal statement.” **This email also provided several ideas for (a) moving forward with CLC on Campstool Lot 2 and (d) taking action on parcels other than Campstool Lot 2 (one of which included reaching out to the broker of Campstool Lot 1 and submitting an offer for that parcel, which Erick Rengifo responded to on May 28, 2022 by saying “GO FOR IT AND PRESS THEM TO HAVE THE PROPOSAL APPROVED ASAP”).**
85. **On May 28, 2022, Erick Rengifo sent an email with updated drafts of the DHS Agreement and CS Agreement, as well as the first draft of the Side Letter (which included language that had been removed from the DHS Agreement) that “consider the 45-30 transition.” He also said the “recall that the electricity agreement should go to 75 and be explicit in 45 secured and 120 days to secure then [sic] next 30.”**
86. On May 29, 2022, I emailed Shelley Clements (Kerrick Moore’s managing broker) requesting a short call with her to discuss BCB’s options with the purchase agreement for Campstool Lot 2 and to get her feedback to “determine whether or not it makes sense to put [the] earnest money at risk.”
87. On May 29, 2022, I sent an email to JFred Volk, John Volk, Jim Volk, Mick Powers, Wendy Volk inquiring if CLC would consider extending the closing date for Campstool Lot 2 (based on schedule of key approval milestones). I provided two possible

timelines for them to consider (one based on conditional approvals, and the other with no conditional approvals).

88. On May 29, 2022, JFred Volk responded to my email and said:

“The sellers do not want to extend this contract on any dates. It has gone on for too long and they have not much to build confidence in on performance. The sellers think we are better served by terminating this contract and re-writing a new offer with an informed timeline similar to what you have written. Your timeline looks possible in its execution. However, there will be no construction or grading until there is full approval from CARC. We can certainly advise and help direct along the process.”

89. On May 29, 2022, BCB met with Shelly Clements. Shelly had spoken with Wendy Volk in an attempt to get a “back channel” read on the status of the deal for Campstool Lot 2. Shelley confirmed with Wendy that the Volks did not want to proceed with the purchase agreement for Campstool Lot 2, and that it would be in BCB’s best interest to void the contract and receive its earnest money back.

90. **On May 29, 2022, I sent an email to CLFPC with a draft of the Restated BCIS Agreement, which included the 45MW at North Range and made the 30MW at Campstool contingent on MineOne purchasing a parcel of land in the vicinity of Campstool and receiving all necessary approvals from any entity restricting the parcel.**

91. **On May 29, 2022, I sent an email to CLFPC with several updates, one of which related to Campstool:**

“After a long weekend of talking through options and communicating with the Volks, multiple real estate agents, and MineOne, we are likely going to take the Volk's recommended approach (which is to pull out of the current contract so we don't lose our earnest money and then submit a new offer with MineOne as the buyer, accompanied by an updated timeline and site plan). The Volks said they would be willing to work with us (so we are trusting them, since we don't have many other options with them at this point). **In the meantime, we are aggressively pursuing all other land options outside of the Campstool Business Park (to get away from the Volks) and are confident we will find something.** There are several possibilities, but between the land cost and interconnection charges, we will likely be spending more money to get it done

(and that's a reality BCB has accepted and is willing to deal with in order to deliver on this project).”

92. On May 30, 2022, BCB provided to CLC an addendum to the purchase agreement for Campstool Lot 2 which indicated that BCB was voiding the purchase agreement for Campstool Lot 2 (so that CLC would return BCB's earnest money). CLC countersigned the addendum.
93. On May 30, 2022, I sent an email to Kerrick Moore which stated:
 “...going forward, please cc/include me, Neil, Emory, and Shelley on all email communications that you have with Seller (and request Seller to do the same). Further, if you have any phone calls, text exchanges, or in-person meetings with Seller, please send an email summary of the phone call to everyone mentioned above so we have documentation of what was discussed. We respectfully request this because the current situation at Campstool has very much complicated our entire deal with BHE and MineOne (and created a large amount of additional contractual drafting for us to account for it, as well as a lot of risk/concern on the part of BHE and MineOne). It is imperative we know about all communication going forward so that we can move in lockstep with Seller to purchase the land and receive all required approvals to execute on our project. There is a lot at stake here and I'm confident that by working together we can achieve it.”
94. On May 31, 2022, I sent an email to Erick Rengifo and Jiaming Li with updated drafts of the Primary Agreements.
95. **On June 1, 2022, BCB met with JFred Volk to (a) review/discuss approval steps and timelines for City of Cheyenne and CARC and (b) discuss specific items CLC would like to see in a new offer.**
96. On June 1, 2022, I sent an email to Erick Rengifo and Jiaming Li with an updated draft of the DHS Agreement.
97. On June 2, 2022, Erick Rengifo sent an email to BCB with updated drafts of the Primary Agreements.
98. **On June 2, 2022, Aaron Carr sent an email to BCB with an updated draft of the Restated BCIS Agreement, which consolidated and simplified the language in the prior draft regarding MineOne's option to receive the 30MW at Campstool.**

99. **On June 2, 2022, at my direction, Kerrick Moore met with Benjamin Peterson of the Wyoming Office of State Lands and Investments (“OSLI”) to acquire information on the process for BCB/MineOne to lease a parcel of land adjacent to CLFPC’s substation in the vicinity of the Campstool Business Park.** Kerrick Moore sent BCB an email update based on his meeting with Benjamin Peterson.
100. On June 2, 2022, I sent an email to Erick Rengifo and Jiaming Li that BCB “had made some progress on land at Campstool.”
101. **On June 3, 2022, BCB met with Kerrick Moore regarding next steps for submitting a temporary use permit (“TUP”) for land adjacent to CLFPC’s substation in the vicinity of the Campstool Business Park.** Kerrick Moore also forwarded BCB an email from Benjamin Peterson with information to assist in BCB’s application for a temporary use permit (“TUP”).
102. **On June 4, 2022, I sent an email to Erick Rengifo and Jiaming Li which included a draft of the Restated BCIS Agreement. This draft included all of the changes BCB had negotiated with CLFPC over the past several weeks. One of those changes was starting with North Range and adding Campstool later. The email states: “The Utility’s attorney thought the easiest way to handle this was to remove references to East Business Park (i.e what we call “Campstool”) and “multiple facilities” throughout the agreement, and then in Section 18.10 specifically provide for the “East Business Park Option”. This option provides MineOne the right to add the 30MW at Campstool. We must provide notice to the Utility within 6 months of the Effective Date to secure this 30MW. We think this is highly likely given our progress on the state land lease (and possibly with the Volks as well).”**
103. **On June 4, 2022, I sent an email to Erick Rengifo and Jiaming Li which included a draft budget for implementing bitcoin data centers at both North Range and Campstool.**
104. On June 5, 2022, I sent an email to Kerrick Moore with a link to the working version of the TUP.
105. On June 6, 2022, I did a phone call with Kerrick Moore to review the working version of the TUP. I also sent him an email with the proposed area for the TUP.

106. On June 6, 2022, Emory Patterson sent an email to CLFPC inquiring about the feasibility of CLFPC providing power to the state land parcel, and if possible, if CLFPC had a preference for where to locate the power distribution area within BCB's proposed area for the TUP. Walter Fees, Manager of Construction Planning with Black Hills Energy, responded via email saying "This new proposed site would make this project much cheaper compared to the other location [Campstool Lot 2]."
107. **On June 6, 2022, Erick Rengifo sent BCB an email responding to BCB's most recent drafts of the Primary Agreements. In that email, Erick Rengifo stated: "One point that is of mutual interest is to get the 75 MWs ASAP. We need to solve the issue with Campstool (or find something similar quickly)." I responded via email to Erick Rengifo and said "Yes, we are definitely aligned on getting the full 75MW asap. We have a call with the State land office tomorrow to get feedback on the application for the Campstool land...which we plan to submit either Wednesday or Thursday.**
108. On June 7, 2022, Emory Patterson sent an email to Chris Lovas (of Lovas Engineering) with questions regarding zoning of the state land parcel.
109. **On June 7, 2022, BCB met with Kerrick Moore to continue working on the TUP for the state land parcel adjacent to CLFPC's substation in the vicinity of the Campstool Business Park.**
110. On June 8, 2022 BCB met with Chris Lovas to discuss the state land parcel.
111. On June 9, 2022, Erick Rengifo sent an email to BCB with final drafts of the Primary Agreements.
112. **On June 9, 2022, the following documents were signed: (a) the DHS Agreement and Side Letter between MineOne and BCB, (b) the CS Agreement between Terra Crypto and BCB, (c) the Third Amendment and Restatement of the BCIS Agreement between BCB and CLFPC, and (d) the Restated BCIS Agreement between MineOne and CLFPC.**

BCB, AT MINEONE'S DIRECTION AND WITH MINEONE'S APPROVAL,
SECURES LAND AT CAMPSTOOL FOR THE PROJECT
(STATE LAND TUP & CAMPSTOOL LOT 1 PURCHASE)

113. On June 13, 2022, at my direction, Kerrick Moore submitted BCB's TUP for the state land parcel to the OSLI.
114. On/around June 15, 2022, I spoke with Jim Lever (the real estate agent for YZY Capital ("YZY")), about the possibility of MineOne submitting an offer to purchase Campstool Lot 1 from YZY. He said YZY was open to receiving an offer and then proceeded to inform me of several requirements of an offer.
115. On June 15, 2022, I sent an email to Erick Rengifo and Jiaming Li with proposed terms that BCB recommended Erick Rengifo and Jiaming Li authorize BCB to submit to YZY (via Jim Lever) on behalf of MineOne.
116. On June 16, 2022, Erick Rengifo sent BCB an email in which he authorized BCB to submit the offer to YZY for the purchase of Campstool Lot 1 based on all the proposed terms in my June 15, 2022 email except for the price (which Erick said the team suggests to go with \$5 per square foot).
117. On June 16, 2022, I sent an email to Jim Lever indicating that MineOne would like him to draft a formal offer based on the terms included in my email and then submit that offer to YZY.
118. On June 16, 2022, I sent an email to Erick Rengifo and Jiaming Li letting them know the status of and next steps for the offer for Campstool Lot 1.
119. On June 17, 2022, I received an email from Benjamin Peterson (with the OSLI) that provided (a) the OSLI's desired lease rate for the TUP and (b) that a reclamation bond would be required for the TUP to be issued. On the same day, I responded to this email, confirming BCB's acceptance of the lease rate and the bond requirement.
120. On June 20, 2022, I received an email from Benjamin Peterson (with the OSLI) that (a) confirmed additional details about the lease rate, (b) requested payment via check for the acreage portion of the lease rate, as that was needed in order for OSLI to pre-approve the TUP, (c) explained details about the ASIC portion of the lease rate, (d) advised BCB to start work on the reclamation bond process. On the same day, I responded to this email with several additional clarifying questions.

121. On June 21, 2022, Benjamin Peterson sent an email with answers to my questions.
122. On June 22, 2022, Emory Patterson sent an email to Benjamin Peterson to confirm payment details for the TUP. On the same day, Benjamin Peterson responded via email and confirmed the payment information.
123. On June 26, 2022, Emory Patterson spoke with Steve Morgan (of CEGEN Green Energy, at the time a potential supplier of modular data centers for both the North Range site and Campstool site) and discussed the importance of mitigating noise.
124. On June 27, 2022, Steve Morgan sent an email to BCB with several questions related to potential noise at the sites. On the same day, Emory Patterson responded to that email with answers to those questions.
- 125. On June 29, 2022, I sent an email to Jim Lever with the information he had requested in order to draft a formal offer from MineOne to YZY for Campstool Lot 1.**
126. On June 29, 2022, I sent an email to South Coast Surety to ascertain if South Coast Surety could write a reclamation bond to support BCB's TUP application.
127. On June 30, 2022, I received a response email from South Coast Surety with the steps required to apply for a bond quote.
128. On June 30, 2022, I received an email from Jim Lever with an attached draft offer for Campstool Lot 1.
129. On July 5, 2022, I sent an email to Lance Surety Bonds to ascertain if Lance Surety Bonds could write a reclamation bond to support BCB's TUP application.
130. On July 5, 2022, I sent an email to Benjamin Peterson to check on the status of the TUP and to verify the proper template for the bond. Benjamin Peterson responded on July 6, 2022 and indicated he was attempting to get the TUP pre-approved by July 8, 2022.
131. On July 6, 2022, I received a response from Lance Surety Bonds with an application to fill out and submit.
132. On July 6, 2022, I spoke with Jim Lever about MineOne's offer for Campstool Lot 1. I then sent Jim Lever an email and attached the "contingencies" from the original provisions in Addendum A, along with a few other additional provisions, including several updates Jim Lever recommended regarding additional earnest money. I also

mentioned six items that required updating in the offer. Jim Lever sent an email reply which included a brokerage disclosure form and updated offer.

133. On July 6, 2022, I emailed Erick Rengifo and Jiaming Li to let them know I was going to send them the offer for Campstool Lot 1 via DocuSign for signing. I mentioned that Jim Lever recommended that MineOne tie additional earnest money to some of the key milestones due to the longer due diligence timeframe.
134. On July 6, 2022, I sent an email to Lance Surety Bonds with the completed surety bond application for the TUP.
135. **On July 7, 2022, Erick Rengifo signed the offer for Campstool Lot 1 on behalf of MineOne Wyoming Data Center LLC, and I then notified Jim Lever via email that the only remaining item to complete before he could submit the offer to YZY was for him to sign the brokerage disclosure.**
136. On July 7, 2022, I received an email indicating BCB was approved for a bond from Lance Surety Bonds to use for the TUP.
137. On July 7, 2022, I sent an email to Benjamin Peters with several questions about the required surety bond for the TUP.
138. **On July 7, 2022, Benjamin Peterson sent an email which informed BCB that its TUP had been pre-approved and would go to the OSLI Board for full approval on August 4, 2022.** He also responded to my questions about the surety bond for the TUP.
139. On July 8, 2022, I exchanged several emails with Lance Surety Bonds to finalize BCB's surety bond, which Lance Surety Bonds then shipped to me. I paid \$100.00 for the bond and \$20.00 for shipping, which BCB later reimbursed to me.
140. On July 8, 2022, I sent an email to Benjamin Peterson acknowledging the pre-approval of BCB's TUP pre-approval. I let him know we had purchased the bond and I would get it signed/notarized and sent to him. I mentioned that I would coordinate on the amount and payment to the existing surface lessee (Mr. Merrill). And I let him know I would start looking into the special use lease process.
141. On July 8, 2022, I emailed Kerrick Moore to confirm details of the surface lessee payment to Mr. Merrill. On the same day, Kerrick Moore responded to me via email and confirmed the details of the surface lessee payment.

142. **On July 8, 2022, I emailed CLCFP (and cc'ed Erick Rengifo) with the news the TUP had been pre-approved and the next steps for full approval of the TUP. I let them know that BCB would begin the application process for a special use lease ("SUL"), which would replace the TUP. I also informed them I had helped coordinate the submission of an offer by MineOne to YZY for the purchase of Campstool Parcel 1 and that the collective goal was for MineOne to get that land under contract and to secure at least a five year SUL.** I said, "Assuming we can get those two things in place, we have a feeling the Volks might be more receptive to working with us on the YZY parcel or one of their other parcels (since they can either work with us on a parcel in their business park and have some say in the architectural review process, or they can choose not to work with us and have no say in how we operate on the state land adjacent to their land). It will be interesting to see how this turns out. We want to make sure we have as many options as possible given everything riding on this." **On July 9, 2022, Erick Rengifo responded to this email and said "great news!!! Thank you for this. Let's continue moving forward!"**
143. On July 9, 2022, BCB received invoice 2015 from RM Swanson Architects for \$2,500.00 for land planning services at Campstool Lot 2.
144. On July 12, 2022, I received an email from Aaron Carr indicating that the state land parcel at Campstool might not be in CLFPC's service territory. I spoke with Aaron Carr on a call later that day to discuss details and options on how MineOne could still receive power on that parcel.
145. On July 12, 2022, I received an email from Jim Lever which indicated YZY would like a one week extension for reviewing MineOne's offer. On the same day, I responded to Jim Lever's email to clarify why YZY wanted more time and to let him know I had spoken with BHE and the likelihood/feasibility of another company building a substation in the vicinity of Campstool is very low (as Jim Lever had earlier said YZY might be considering retaining the land and building its own substation).
146. On July 12, 2022, I sent an email to Erick Rengifo letting him know Jim Lever had requested a one week extension for YZY, and as such, was going to send a signed extension from YZY. I let Erick know that Emory or I would send it to him for countersigning. I also let Erick know that Jim Lever had recommended we send him

(for him to forward to YZY) as much info as we could to help make a case to YZY that (1) MineOne has secured the power from CLFPC and (2) MineOne can be expected to close on the parcel. I suggested seven items to Erick for him to consider me sending to Jim Lever.

147. On July 13, 2022, Jim Lever sent me the extension signed by YZY. I then sent the extension to Erick Rengifo for signing.
148. On July 14, 2022, I sent an email to Benjamin Peterson to let him know that I had received the bond and would be signing/notarizing it and then sending it to him. I also asked him a question about the duration of the TUP.
149. On July 15, 2022, I received a response email from Benjamin Peterson. He introduced me to Tyler Seno with the OSLI, who he said would be our main contact during the SUL application and approval process.
150. **On July 15, 2022, I received an email from Jim Lever with the fully signed Contract to Buy and Sell Real Estate for Campstool Lot 1.** On the same day, I responded to Jim's email and asked him where MineOne should send the \$50,000.00 earnest money wire transfer.
151. On Friday July 15, 2022, I sent an email to Erick Rengifo and Jiaming Li letting them know YZY had accepted the offer for Campstool Lot 1 and had signed the contract. I also let them know several upcoming deliverables/deadlines per the contract.
152. On July 15, 2022, I received a response email from Benjamin Peterson regarding my earlier question about the duration of the TUP.
153. On July 16, 2022, I sent an email to Tyler Seno to let him know I had started reviewing the SUL documentation and would like to schedule a call to discuss several questions.
154. **On July 16, 2022, I sent an email to Aaron Carr and Sarah Bocklemann with an update on Campstool land options. I informed them that MineOne had executed a contract to purchase Campstool Lot 1 from YZY. I provided the list of key milestone dates and also let them know that the biggest risk on the YZY parcel was approval from CARC. I further explained "Our plan is that having a 5 year SUL on state land (see below), combined with an updated MDC design with superior sound attenuation qualities, will help us obtain this approval. MineOne**

won't close on the land until we have full approval from CARC.” I also provided information on the status and timing of the TUP and SUL.

155. **On July 17, 2022, I received an email response to my Campstool land update from Sarah Bockelmann. She said “Certainly a lot of moving parts and a heavy lift to secure the land at EBP [aka Campstool].”** She also confirmed the state parcel is not the CLFPC service territory, but that there have been examples in the past when they have made territory swaps with other utilities (which would be a relatively easy process should all parties agree). She said “Overall I do have concerns about our ability to serve on the state parcel and continued pursuit of the YZY lot is good” and that “[BHE would] continue to evaluate all options for remediation on the state parcel.”
156. On July 18, 2022, BCB sent a \$2,500.00 payment to RM Swanson Architects for invoice 2015 for land planning services at Campstool Lot 2.
157. On July 19, 2022, I sent an email to Jim Lever to inform him I had not yet received the wire instruction from First American for MineOne to send the earnest money deposit. On the same day, Jim Lever responded to my email and said that First American would send the wire instruction soon. Later that day, I received the wire instructions from First American, and I then sent an email to Erick Rengifo, Jiaming Li, Alice Shan, Haku Du, and Iris Li (collectively, the “MOTBO Team”) with the wire instructions, payment amount, and due date. Later that day, Erick Rengifo responded to this email and directed Haku Du to initiate a \$100 wire and for me to verify that the \$100 was received, and then for the remaining amount to be sent.
158. On July 19, 2022, I spoke with Tyler Seno about the SUL application process and reviewed my questions. Tyler Seno sent me an email with an application example.
159. On July 19, 2022, I sent an email to the MOTBO Team with a detailed update on the land options at Campstool, including some preliminary costs. Regarding the state land parcel, I recommended: “Move forward with the bare minimum costs for the state land (site plan, metes and bounds survey, engineer's reclamation estimate) and get the 5-year SUL approval from the OSLI board on Oct 6. With this lease in hand, we can (A) move forward with the site build out (assuming BHE secures servicing rights) and/or (B) use the 5-year lease as leverage to get approval on the YZY parcel from the Campstool Architectural Review Committee.” Regarding Campstool Lot 1, I

recommended: “Keep this option on the table and move forward with the bare minimum costs on the YZY parcel (site plan preparation and submission, and any needed revisions). Then wait until we know if we have board approval on the 5-year SUL on the state land (and if BHE has servicing rights for the state land). Then make a decision if additional money should be spent on proceeding with the engineering and building designs on the YZY parcel to keep the YZY parcel as an option. Note: the engineering and building designs will have to be done for the state land as well, so we can reuse much of that work to minimize the cost of continuing to move forward with the YZY parcel. We are working on obtaining more specific cost estimates for the engineering and permitting, as well as other costs required for materials needed to submit to the Campstool Architectural Review Committee.” I concluded the email by saying “This is a lot of information to digest and it is still a work in progress (every day we are learning more and getting more cost information). We will keep you updated as we progress. Overall, we think the best path is to keep both options on the table and move forward with bare minimum costs on both, re-using/re-purposing information between the two options whenever possible to further minimize costs. Once we know for sure if one or both options are guaranteed to work, then a final decision can be made on which option(s) to ultimately pursue.”

- 160. On July 20, 2022, I received confirmation from First American Title it had received the \$50,000 earnest money from MineOne for Campstool Lot 1. On the same day, I sent separate emails to the MOTBO Team and Jim Lever with the deposit receipt for the earnest money. Erick Rengifo responded by email the same day and said “perfect!!! Thanks”.**
161. On July 25, 2022, I received an email from Sarah Bocklemann (as a follow-up to a recent phone call) with an estimate for CLFPC to provide the interconnection to Campstool Lot 1. On the same day, I responded to Sarah Bocklemann’s email, identified the relevant information from her email, cited information from a previous email from March 2022, and asked a question regarding a possible way for MineOne to receive additional cost savings on the interconnection work for Campstool Lot 1.
- 162. On July 25, 2022, I sent an email to Erick Rengifo and Jiaming Li with an update on the land at Campstool, mentioning the following: (a) BHE is recommending**

MineOne target Campstool Lot 1 as the primary option, (b) prioritizing the site plan for the Campstool Lot 1 parcel (over the state land parcel), (c) several new ideas for the site plans, (d) next steps, and (e) the need for a discussion as to when to re-engage with the Volks on Campstool Lot 1.

163. On July 26, 2022, I sent an email to Benjamin Peterson confirming that I had received the TUP pre-approval in the mail. I also asked if the public was allowed to attend board meetings (as Neil and I were interested in attending the board meeting where the TUP was to be approved).

BCB, AT MINEONE'S DIRECTION AND WITH MINEONE'S APPROVAL,
PERFORMS DUE DILIGENCE ON CAMPSTOOL LOT 1
(SITE PLAN & ENGINEERING PLAN REVIEW)
AND MOVES FORWARD WITH THE SPECIAL USE LEASE (SUL);
MINEONE SIGNS AGREEMENTS WITH VENDORS AND PAYS VENDORS

164. On July 28, 2022, Emory Patterson sent an email to Rick Swanson (of RM Swanson Architects) with information regarding the site plans for Campstool Lot 1 and the state land parcel so that Rick Swanson could provide an estimate for his services to prepare a site plan for each tract of land. Emory Patterson mentioned the priority was on the Campstool Lot 1 site plan. Emory Patterson included the following attachments to the email: Campstool Topography, Campstool Bounds and Easements, Campstool Bubble Diagram, State Land Topography, State Land Bubble Diagram, State Lands & Campstool - Mirrored Bubble Diagram, Campstool Covenants, Heavy Industrial Zoning, Meeting Summary (From pre engineering meeting for previous site location), Cheyenne Tree Planting Guidelines, and the Cheyenne Site Plan Checklist.
165. On July 28, 2022, I received an email from First American Title that included the title commitment package, which listed all of the easements/encumbrances on Campstool Lot 1. On the same day, I then sent two emails with the title commitment package, one to Rick Swanson and the other to Erick Rengifo and Jiaming Li.
166. On July 28, 2022, Emory Patterson submitted an online request for a Pre-application Meeting with the City of Cheyenne Planning and Development department to discuss Campstool Lot 1.

167. On July 28, 2022, I received an email from Benjamin Peterson regarding details of the board meeting in which the board would approve the BCB TUP.
168. On July 29, 2022, I received an email from Erick Rengifo requesting that I let him know when I complete my review of the title commitment package for Campstool Lot 1.
169. On July 29, 2022, I responded to an email from Valerie Pickard (the office manager for City of Cheyenne Planning and Development) with several possible times for the pre-application meeting.
170. On July 29, 2022, I sent an email to Jim Lever and informed that things were progressing on the site plan for Campstool Lot 1 and everything was on track for submission to the city by August 15, 2022 (which was the milestone date in the contract addendum). I also sent him a letter of authorization that we needed YZY to sign so that MineOne could proceed with the submission of its site plan to the city.
171. On July 29, 2022, Emory Patterson, Neil Phippen, and I spoke with Rick Swanson about the Campstool Lot 1 site plan via Google Meet.
172. On July 29, 2022, I sent an email to Chris Lovas (after speaking to him on the phone earlier in the day) with preliminary information on both Campstool Lot 1 and the state land parcel. I asked him for estimates on the following: (a) a drainage study for Campstool Lot 1, (b) a reclamation estimate for the state land parcel, and (c) whatever other items/plans he thought MineOne would need for Campstool Lot 1 that he Chris could possibly assist with.
173. On July 30, 2022, I sent an email with the letter of authorization for signing through Docusign to Jim Lever (for him to assign to the appropriate YZY signatory).
174. On July 30, 2022, I confirmed the date and time of the pre-application call with Valerie Pickard and let her know MineOne's architect would join at that time, and possibly its civil engineer as well.
175. On July 30, 2022, via a series of emails and phone calls between me, Emory Patterson, Rick Swanson, and/or Steve Morgan, information was provided to Rick Swanson (to be used in the drafting of the site plan) regarding the (a) dimensions and spacing requirements of the CEGEN MDCs (which were planned to be implemented at

Campstool) and (b) dimensions and spacing of possible transformers that might be used at Campstool.

176. On August 1, 2022, I received an email from Chris Lovas with a proposal addressed to MineOne for the preliminary drainage analysis for Campstool Lot 1. Chris Lovas said the preliminary drainage analysis typically suffices for the site plan submittal and approval (but that a final report will need to be submitted when the civil construction drawings are developed and submitted in the EPR process). On the same day, I responded to Chris Lovas' email with several questions/follow-up items.
177. On August 1, 2022, I reviewed an email sent from Rick Swanson to Emory Patterson on July 30, 2022, and which Emory Patterson forwarded to me, which included Rick Swanson's site plan proposals for Campstool Lot 1 and the state land parcel.
178. On August 2, 2022, I received an email from Rick Swanson with a preliminary site plan for Campstool Lot 1 for review.
- 179. On August 3, 2022, I sent an email to Erick Rengifo with bids for (a) Campstool Lot 1 site plan, (b) Campstool state land site plan, and (c) Campstool Lot 1 preliminary drainage analysis. I let him know we would send the proposals from Rick Swanson and Chris Lovas via Docusign once those proposals were ready.**
180. On August 3, 2022, I received an email from Chris Lovas with a revised proposal for the preliminary drainage analysis, as well as an initial estimate for Chris Lovas to provide the final draining analysis/report (including all conveyance design, detention, and discharge design).
181. On August 3, 2022, I sent an email to Jim Lever to follow up with him getting a signature from YZY on the authorization letter. Jim Lever responded via email later that day with the YZY-signed authorization letter.
182. On August 3, 2022, Emory Patterson, Neil Phippen, and I participated in the Pre-application Meeting with the City of Cheyenne for Campstool Lot 1. Attending departments included Planning and Development, BOPU, Fire Prevention, Engineering, Building, and Metropolitan Planning Organization.
- 183. On August 4, 2022, I sent an email to Erick Rengifo with the fully signed letter of authorization for Campstool Lot 1.**

184. On August 4, 2022, I drove to Cheyenne, WY with Neil Phippen to attend the board meeting for the approval of the TUP.
185. On August 4, 2022, I received an email from Seth Lloyd (a City of Cheyenne Planner) with the Pre-Application Meeting summary for Campstool Lot 1. The meeting summary included, but was not limited to, the following information: (a) follow-up items for the City, (b) relevant codes, (c) required process and links to corresponding websites (Planning Applications, Conditional Use, Site Plan, Engineering, Building Plan Review & Permits), (d) sound study requirement (and possible conditional use requirement), (e) BOPU requirements, (f) fire prevention requirements, (g) traffic and access requirements, (h) drainage requirements, (i) public improvement requirements, (j) site development requirements, and (k) building requirements.
186. **On August 5, 2022, I sent the preliminary drainage analysis quote (for \$3,500.00) to Erick Rengifo via DocuSign for signing, along with several notes via email.**
187. On August 5, 2022, I sent an email to Chris Lovas with the pre-application meeting summary. I also let him know that I sent his preliminary drainage analysis quote to Erick Rengifo for signing.
188. **On August 5, 2022, Erick Rengifo signed the Lovas Engineering preliminary drainage analysis quote.**
189. On August 6, 2022, I sent an email to Rick Swanson with the pre-application meeting summary.
190. On August 6, 2022, I sent an email to connect Rick Swanson and Chris Lovas so that they could coordinate on incorporating any findings from Chris' preliminary drainage analysis into Rick's site plan.
191. On August 6, 2022, I sent an email to Chris Lovas with information and several questions regarding the reclamation quote for the state land parcel. On the same day, Chris Lovas responded to my email with several of his own questions. Later that day, I responded via email to Chris Lovas with answers to some of his questions and also provided him with an example reclamation estimate from the OSLI. I stressed to him it was critical we have the reclamation estimate done by September 2, 2022.

192. On August 6, 2022, I sent an email to Benjamin Peterson to let him know we were making good progress on the special use lease application, we have a land planner working on the site plan, and an engineer lined up for the reclamation estimate.
193. On August 7, 2022, I sent an email to Seth Lloyd to schedule a call with him to discuss initial acoustical engineering data on the proposed site plan for Campstool Lot 1 to determine if a conditional or special use approval would be required by the City.
194. On August 7, 2022, I sent an email to Steve Morgan to determine if he could provide the approximate dB level at each property line (based on the proposed location of the MDCs in the preliminary site plan for Campstool Lot 1). On the same day, Steve Morgan responded and said he can provide the estimated dB levels at the property lines.
195. On August 7, 2022, I sent an email to Rick Swanson to see if he would be able to provide the metes and bounds info for the state land lease or if MineOne should engage a surveyor to provide that.
196. On August 7, 2022, I sent an email to Rick Swanson with thoughts and next steps to make sure he completed the site plan for Campstool Lot 1 in time to file by the August 15, 2022 deadline. On the same day, Rick Swanson responded to my email and provided a revised site plan.
- 197. On August 8, 2022, I received an email from Benjamin Peterson informing BCB that it had received full approval on its TUP from the Board.**
198. On August 8, 2022, I responded to an email from Seth Lloyd to schedule a call with him to discuss whether or not a conditional use approval was required for Campstool Lot 1. I also asked him several questions in the email.
199. On August 8, 2022, Emory Patterson and I met with Rick Swanson via Google Meet to discuss the Campstool Lot 1 site plan.
200. On August 9, 2022, I received an email from Chris Lovas indicating he would provide estimated quantities and a list of his assumptions for the reclamation estimate so that he would be able to provide the reclamation estimate by the end of August 2022.
201. On August 9, 2022, I spoke with Seth Lloyd on the phone regarding whether or not a conditional use would be required for Campstool Lot 1. On the same day, after the call, I received an email from Seth Lloyd confirming the not-to-exceed dB level at all points of the property line is 65dB. Seth Lloyd said that he did not anticipate a conditional use

would be required if the project shows well under 65dB along a great majority of the property lines.

202. On August 9, 2022, Emory Patterson and I met with Rick Swanson and Chris Lovas to discuss the site plan for Campstool Lot 1. On the same day, after the call, Chris Lovas sent me an email with several action items for me and Rick Swanson. Later that day, I responded via email to Chris Lovas and addressed my action items. And later still, Rick Swanson sent an email with an updated site plan.
203. On August 10, 2022, I sent an email to Chris Lovas with the updated site plan from Rick Swanson and notified Chris there might be several additional changes forthcoming.
204. On August 10, 2022, I sent an email to Aaron Carr and Sarah Bocklemann with the Campstool Protective Covenants.
205. On August 10, 2022, I received an email from Rick Swanson with information related to developing a photometrics plan for Campstool Lot 1. Later that same day, he sent a preliminary photometrics plan.
206. On August 10, 2022, I sent an email to Steve Morgan to ascertain if Steve's team could prepare a simple analysis showing the decibel level at each property line of Campstool Lot 1, which we would include with the site plan submission on August 15, 2022. I also mentioned that we wanted to hire/pay an acoustical engineer to do a full sound analysis on the site (so we would have that data to present to the CARC) after we got through the site plan process. I sent another email to Steve Morgan that same day with the DWG file of the site plan so that Steve would have exact measurements from the MDCs to the property lines.
207. On August 11, 2022, I exchanged a series of emails with Steve Morgan. First, I received an email from Steve Morgan asking about the location of the property lines of Campstool Lot 1. I responded via email to Steve and confirmed the location of the north and east property lines, and also told him to provide the dB level at the west and south property lines as well. I then received a reply email from Steve Morgan indicating that he would do multiple points along property lines based on distances and the number of MDCs. Later, I received an email from Steve Morgan with noise levels at multiple spots along the property lines. I then sent an email reply to Steve Morgan to

clarify that the dB levels were without a sound abatement wall/fence. And I sent another email shortly thereafter to clarify if the sound levels are based on only the fans in the MDCs or if they factor in running approx 1,300 bitcoin mining machines per MDC as well. Steve Morgan responded via email and clarified that his analysis did not include acoustical walls or any other noise control. He also said he factored in using noise levels of 1,316 Bitmain S19 Pro bitcoin mining machine per MDC in his analysis. Steve Morgan and I then jumped on a quick call to clarify a few other items regarding the sound level analysis.

208. On August 11, 2022, I sent an email to Steve Morgan requesting that CEGEN provide some basic/rough elevation drawings for a medium voltage switchgear enclosure. I told Steve that I would get clarification from Mark Aldrich of Shermco on the height of the switchgear enclosure. I then sent an email to Mark Aldrich inquiring about the height of the switchgear enclosure. Mark Aldrich responded via email and said it should have a 10 foot eave height.
209. On August 11, 2022, Emory Patterson sent an email to Stephanie Bedinghaus of Navona Architecture to ascertain if she would perform a final review and seal of the Campstool Lot 1 drawings, since Rick Swanson was not yet licensed in Wyoming (but was in the process of getting licensed in Wyoming), and since Stephanie was more familiar with the local codes. Later that day, Emory Patterson and I met with Stephanie via Google Meet.
210. On August 11, 2022, Ryan Russell (with CEGEN) sent me an email with a layout drawing of the medium voltage switchgear enclosure for Campstool Lot 1.
211. On August 11, 2022, Steve Morgan sent me an email with a high level assessment of the noise impact at the various property line locations.
212. On August 11, 2022, I sent an email to Seth Lloyd to inform him that based on the current site plan for Campstool Lot 1, the highest dB level is along the north property line (clocking in at 48.8 dB). I asked him if we could proceed to submitting the site plan with doing the conditional use. Later that day, Seth responded via email and confirmed that under 50 dB would not require conditional use.
213. On August 11, 2022, I received an email from Stephanie Bedinghaus that included the trash enclosure requirements and guidance on showing the entrance to the building on

the Campstool Lot 1 site plan. She also provided the Development Code, which included landscaping requirements for inclusion in the sit plan submittal. She also attached her work order for performing services.

214. On August 11, 2022, I sent an email to Ryan Russell requesting that he send a one-page elevation diagram for the MDCs to be used at Campstool (so that it could be included in the site plan submission for Campstool Lot 1).
215. On August 11, 2022, I sent an email to Rick Swanson and Chris Lovas. I directed Rick Swanson to make at least seventeen (17) updates to the site plan for Campstool Lot 1. In this same email, I asked Chris if the site plan needed any modifications to the detention basin based on the preliminary drainage study.
216. On August 12, 2022, Emory Patterson, on behalf of BCB, signed the Campstool Digital Mining Facility Limited Services Work Order with Navona Architecture for Navona Architecture to perform the following: Zoning Code Study for project and review of the Site Plan Submittal Drawings and Information for the City of Cheyenne Site Plan Review.
217. On August 12, 2022, I met with Seth Lloyd to review several open items related to the submission of the site plan for Campstool Lot 1.
218. On August 12, 2022, I sent an email to Rick Swanson with at least another thirteen (13) updates that he needed to make to the Campstool Lot 1 site plan.
219. On August 12, 2022, I received an email from Chris Lovas in which (a) he confirmed we don't need to make any further changes to the site plan at the current time but that changes will be needed in the future. He also attached the Preliminary Drainage Analysis to the email.
220. On August 12, 2022, I received Chris Lovas' invoice 22087-1059 for \$3,500.00. Later that day I responded via email to coordinate a payment method.
221. On August 12, 2022, I received an email from Rod Chandler (from CEGEN Environmental Group) with the one page elevation diagram I had requested of the MDCs planned for Campstool Lot 1.
222. On August 13, 2022, I sent an email to Jim Lever to request clarification of several data fields related to the Owner of the Campstool Lot 1 which were needed for the submission of the site plan.

223. On August 13, 2022, I sent an email to Rick Swanson with at least seven more updates needed to the most recent draft of the Campstool Lot 1 site plan. Later that day, Rick Swanson responded via email with an updated draft of the site plan.
224. On August 14, 2022, I sent an email to Rick Swanson and requested two additional updates to the Campstool Lot 1 site plan. Rick responded via email later that day with an updated draft of the site plan.
225. On August 15, 2022, I received an email from Rick Swanson with an updated draft of the site plan for Campstool Lot 1.
226. On August 15, 2022, I received an email from Stephanie Bedinghaus checking in on the Campstool Lot 1 site plan. I responded via email that same day letting her know that we had run out of time for her to do a review on the initial submission. However, I let her know that we'd like her to review our second submission of the site plan (as the City was going to have comments for us on the initial submission).
227. On August 15, 2022, I submitted the Campstool Lot 1 site plan to the Cheyenne Planning and Development department via its online submission form on behalf of applicant MineOne Wyoming Data Center LLC.
228. On August 15, 2022, after submitting the site plan for Campstool Lot 1, I sent an email to Valerie Pickard to coordinate payment for the "site plan new" submission fee. Valerie Pickard responded the same day via email with payment options.
- 229. On August 15, 2022, after submitting the site plan for Campstool Lot 1, I sent an email to Erick Rengifo letting him know we had submitted the site plan to the City of Cheyenne and that I would email Jim Lever to inform him of the submission per the requirements of the Campstool Lot 1 purchase agreement. I attached the submission receipt to the email, and provided a link to a folder with all of the submitted documents. Erick Rengifo responded that same day via email and said "Please go ahead."**
230. On August 15, 2022, I emailed Jim Lever to provide confirmation that MineOne had submitted its site plan for Campstool Lot 1 by the August 15, 2022 milestone date per the terms of the purchase agreement.
231. On August 15, 2022, I sent an email to Chris Lovas to see if he would accept a wire transfer. I let him know I would check with Erick Rengifo to see if it was okay for

BCB to submit payment to Chris, and then for BCB to be reimbursed by MineOne. I also informed Chris that BCB had submitted the Campstool Lot 1 site plan right on the deadline, we were thankful for his assistance in the process, and that I'd be emailing him shortly with thoughts and next steps for other projects (i.e. the reclamation estimate for the state land, the EPR for Campstool Lot 1, etc).

232. On August 15, 2022, I sent an email to Rick Swanson thanking him for his help with the Campstool Lot 1 site plan and that BCB had submitted the site plan right on the deadline. I asked him to send an invoice for the Campstool Lot 1 site plan and informed him that we would coordinate payment with MineOne. I also let him know that Emory and I would follow up with him and provide info for the state land parcel site plan (and that it should be much easier/faster than the Campstool Lot 1 site plan).
- 233. On August 15, 2022, I sent an email to Erick Rengifo to inform him of several upcoming payments and to determine how he would like to handle them. I noted that all of the payments were documented in the budget payment schedule. I asked Erick Rengifo if he would like BCB to make some or all of these payments and then submit a reimbursement/draw request to MineOne or if he would prefer to have MineOne directly issue payment to each vendor. Erick Rengifo responded via email on August 16, 2022 and said "Just let me know and I will take care of this. The Chinese team is pretty effective."**
234. On August 16, 2022, I received an email from Rick Swanson which provided wire transfer payment instructions for RM Swanson Architects PC. Later that day, I responded via email and informed Rick that I would coordinate payment from MineOne.
235. On August 16, 2022, I received an email from Valerie Pickard indicating that we could call the City of Cheyenne Planning & Development department and submit payment over the phone (for the Campstool Lot 1 site plan submission). I responded to her email that day and informed her that Emory Patterson would call to make payment with a debit card. Later that day, I received another email from Valerie that included the payment receipt (in the amount of \$1,845.00) for the Campstool Site Plan submission.

236. On August 16, 2022, I received an email from Erin Fagan (a Planner with the City of Cheyenne Planning and Development department) which included an application acceptance letter for the Campstool Lot 1 site plan.
- 237. On August 16, 2022, I sent an email to Erick Rengifo notifying him that the RM Swanson invoice was ready for payment. I attached the invoice to the email and provided a link to the invoice on google drive. I also listed it in the payment schedule on the budget. On the same day, Erick Rengifo responded to my email and said "Ok Michael."**
- 238. On August 16, 2022, I sent an email to Erick Rengifo and Haku Du with the invoice from Chris Lovas (22087-1059 for \$3,500.00). I informed Erick that we were waiting on wire instructions from Chris. I also asked if it would be possible for Haku Du to submit payment for the invoice online. I let Erick and Haku know that this invoice was logged online on google drive and that it was included in the budget payment schedule as well.**
239. On August 16, 2022, I spoke with Jeff Jones (with Steil Surveying) via Google Meet about a metes and bounds survey as part of the state land lease application.
- 240. On August 17, 2022, I received an email from Haku Du that the Lovas Engineering invoice (22087-1059 for \$3,500.00) had been paid in full, and that she wanted me to add Iris Li to future communications regarding payments. Later that day, I responded via email and confirmed I would include Iris on future payment requests.**
241. On August 17, 2022, I sent an email to Jeff Jones with a summary of the August 16, 2022 Google Meet call. That summary provided (a) the details of the state land parcel, (b) a rough sketch of the site map and timing when the site planner would provide a final version of the site plan, (c) an example metes and bounds description provided by the OSLI. I also informed Jeff that we needed to submit our SUL application by September 2, 2022. I asked Jeff if he would be able to provide a rough estimate on the cost to provide the metes and bounds survey. On the same day, Jeff responded via email and indicated the cost to provide the land description and the exhibit for the description for the state lease would be \$2,000. He also indicated he would like to get started on it this week if the cost was approved. I responded via email to Jeff on the

same day and indicated that the \$2,000 was approved and for him to proceed. I also let him know that we wanted to keep everything highly confidential until we had approval on the lease from the Board (which we expected on October 6, 2022).

242. On August 17, 2022, I sent an email to Chris Lovas with information for the reclamation estimate for the state land lease.
243. On August 17, 2022, I received an email from Rick Swanson that he had received the \$100.00 wire from MineOne (for verification purposes). Later that day, I sent an email to Erick Rengifo, Jiaming Li, Haku Du, and Iris Li that the \$100.00 had been received by the vendor and to proceed with sending the remainder of the invoice balance (\$11,900.00).
- 244. On August 18, 2022, Iris Li sent an email indicating that \$11,900.00 balance had been sent to RM Swanson Architects. Later that day, Erick Rengifo responded via email to Iris Li's email and said "Thank you."**
245. On August 18, 2022, I sent an email to Rick Swanson with information about the state land parcel site plan, which included (a) an image with a rough mockup of the site, (b) an explanation that he did not need to provide site data (like he did on the site plan for Campstool Lot 1), and (c) an explanation that one of the most important parts of the site plan is identifying the boundaries of the proposed site (which we will planned to have a surveyor provide). I also let Rick know that we will provide the state land parcel site plan to Chris Lovas (so he could use it for the reclamation estimate) and to Jeff Jones (so he could do the metes and bounds document and drawing), and that we needed to have everything done (site plan, reclamation estimate, metes and bounds) and submitted to the state by September 2, 2022.
246. On August 21, 2022, I received an email from Rick Swanson with an initial draft of the state land parcel site plan.
247. On August 22, 2022, I sent an email to Tyler Seno with several questions and updates on the state land parcel SUL. I provided him with a preliminary site plan and inquired if that met the requirements for the SUL application. I informed him we likely only needed to lease 2 acres (not 3 acres as was approved on the TUP) and asked if there was anything else we needed to do to document that (other than documenting it on the application). I mentioned that our proposed plan would require us to move cattle

fencing the surface lessee was using on the southeast portion of the parcel and that we had discussed with the surface lessee. I asked if we needed to provide any documentation along with our SUL application showing the surface lessee consented to us moving his cattle fencing. And lastly, I mentioned that we had engaged an engineer (for the reclamation estimate) and a surveyor (for the metes and bounds information) and we expected those items to be complete by September 2, 2022 (for submission along with our SUL application).

248. On August 23, 2022, Emory Patterson and I met with Crystyn Lasley and Earl Merrill via Google Meet to discuss the site plan for the state land parcel.
249. On August 23, 2022, I received an email from Tyler Seno with answers to my questions that I had emailed to him on August 22, 2022. I responded to Tyler via email on the same day and let him know that the TUP was approved (and provided it to him as an attachment to the email)
250. On August 23, 2022, I sent an email to Chris Lovas regarding the state land parcel reclamation estimate with several high level estimates for certain aspects of reclaiming the site (including labor to deconstruct the MDCs, a crane for loading the MDCs and other equipment on trucks, freight/logistics to relocate MDCs and other equipment, and gravel reclamation and placing topsoil and native seed). I attached a near-final site plan to the email as well.
251. On August 23, 2022, I sent an email to Jeff Jones with a near-final site plan for the area of the proposed state land lease (with border dimensions). I also provided some additional information regarding the access road area and reminded Jeff of our submission deadline of the SUL (including the metes and bounds).
252. On August 24, 2022, I received an email from Chris Lovas. He confirmed he could provide the reclamation estimate by September 2, 2022. He also said he would provide an informal quote on August 25, 2022 to complete the work and certify the estimate.
253. On August 24, 2022, I sent an email to Dustin Sharpe with Steil Surveying to check on the status of the metes and bounds project for the state land parcel.
- 254. On August 25, 2022, I received an email from Chris Lovas with his proposal for providing the reclamation cost estimate for the state land parcel, which was \$1,200.00. He indicated he could provide it by September 1, 2022. Later that day,**

I responded to Chris via email and informed him that the proposal was approved, to proceed, and that I would follow up with Erick for a signature on the proposal.

255. On August 25, 2022, Emory Patterson and I spoke with Chris Lovas via Google Meet regarding additional engineering work on Campstool Lot, including next steps for the engineering submittal for the City of Cheyenne (i.e., full drainage report and civil plans).
256. On August 25, 2022, Emory Patterson spoke with Mary Tardona (with Terracon) to solicit a proposal for geotechnical testing for Campstool Lot 1. Later that day, Emory Patterson sent an email to Mary Tardona to confirm his request, and cc'ed the Shermco team in order that they confirm the quantity, type, and location of the borings/testing. Later that day, Mark Aldrich (of Shermco) responded via email with his thoughts about borings and testing. On the same day, Mary responded via email and said that generally the plan looks good to her and she would review it further next week. She also mentioned that Terracon had performed the Geotech for the site across the street from Campstool Lot 1 and encountered predominantly medium dense silty and clayey sands and that Campstool Lot 1 should be a good site.
257. **On August 25, 2022, I sent an email to Erick Rengifo with several items to discuss with him on the regularly scheduled Friday call (which would take place on August 26, 2022) regarding the Campstool location. Those included (a) the geotechnical estimate from Terracon, the engineering estimate from Shermco, the MDC drawings estimate from CEGEN, the warehouse/office plan, and the quote from Chris Lovas for the reclamation estimate. I mentioned that I had already approved the reclamation estimate from Chris Lovas given its small amount, the work must be done, and so he could progress on it, and that I would follow up with an agreement to formalize it.**
258. **On August 26, 2022, Erick Rengifo responded to my August 25, 2022 email and mentioned for all of the Campstool items except the reclamation estimate: "OK, WAIT FOR IT. INFORM IN CALL." Regarding the reclamation estimate from Chris Lovas, he said "OK. IN ANY CASE WE NEED TO PAY IT. PLEASE SEND THE AGREEMENT AND THE INVOICE (WITH WIRING INFO). INFORM IN CALL."**

259. On August 26, 2022, I sent an email to Chris Lovas with an updated list of items for the reclamation estimate.
260. On August 26, 2022, I received an email from Steve Morgan with a proposed Simplified Purchase Order for stamping the electrical, mechanical and structural engineering drawings for Campstool Lot 1.
261. On August 26, 2022, Emory Patterson sent an email to Mary Tardona indicating that she put the Campstool Lot 1 project on the Terracon schedule based on the assumption that the estimate for Campstool would be similar to the proposal for Terracon's geotechnical services at North Range.
262. On August 29, 2022, I sent an email to Jeff Jones to remind him of the September 2, 2022 deadline for the metes and bound info for the state land parcel. I also mentioned I wanted to discuss some additional work with him regarding Campstool Lot 1. Later that day, Jeff Jones responded via email and indicated the field work had been performed and he was hoping to have a draft copy to me by August 30, 2022, and that he would be happy to look into work at another site.
263. On August 29, 2022, Jeff Jones sent an email to me with a draft of the map of the special use lease and site description for review and comment. He indicated that an access easement would be needed from the section line to the property, and that the state only allows those to be thirty feet wide. Later that day, I responded via email to Jeff with feedback and several questions.
264. On August 29, 2022, Jeff Jones sent an email to me and indicated the cost for a boundary and topographic survey for use by the engineer for site development plans for Campstool Lot 1 would be \$5,500.00 and that it could be provided in two weeks.
265. On August 30, 2022, I received an email from Jeff Jones with updated lease exhibits. He indicated that I should check with the OSLI to resolve my questions about the access easement.
266. On August 31, 2022, I received an email from Darcy McIntosh (with CEGEN Environmental Group) inquiring about the timelines for the permit drawings for Campstool Lot 1. Later that day, Emory Patterson replied to Darcy via email and indicated that we were evaluating the timelines.

267. On August 31, 2022, I received an email from Mary Tardona with a draft proposal for MineOne for geotechnical engineering services for Campstool Lot 1. Later that day, Mark Aldrich sent a response email to Mary's email and indicated that he believes the assumptions in the proposal are correct except those for the building foundations (which he expected would be cast or helical piers).
268. On August 31, 2022, I sent an email to Tyler Seno and included a draft of proposed state land lease parcel metes and bounds (from Jeff Jones). I inquired if the draft met the requirements of the SUL application. I also asked if we were required to submit a separate application for the access easement. I informed Tyler that we were on track to submit the full SUL application by September 2, 2022.
269. On August 31, 2022, I sent an email to Jeff Jones and asked for one final change, which was for the access easement to go from the service road to the special use lease area toward the nord end of the special use lease area. I provided an image for reference.
270. On August 31, 2022, I sent an email to Jeff Jones to let him know that we would run his Campstool Lot 1 boundary and topographic proposal by Erick Rengifo for approval.
- 271. On August 31, 2022, I sent an email to Erick Rengifo with a list of items to be discussed on September 1, 2022, many of which related to Campstool Lot 1. Those items included the survey (boundary and topographic), geotechnical report, CEGEN engineering (electrical, mechanical, structural), Lovas engineering (civil), Shermco engineering, EPR and permit fees, switchgear, and an update on the timing of submitting the EPR to the city.**
272. On September 1, 2022, I received an email from Jeff Jones with the updated exhibits to move the proposed access easement for the state land lease.
- 273. On September 1, 2022, Emory Patterson and I met with Erick Rengifo to discuss the list of items needing approval (which I had sent via email to Erick Rengifo on August 31, 2022).**
- 274. On September 1, 2022, I sent an email to Jeff Jones to inform him that Erick Rengifo had approved his \$5,500.00 quote for the boundary and topographic survey for Campstool Lot 1.**
275. On September 1, 2022, I received an email from Chris Lovas with a reclamation cost estimate for the state and parcel. On the same day, I responded via email to Chris with

a request for one more update to the reclamation cost estimate. Chris sent me an email shortly thereafter with the updated reclamation cost estimate.

276. On September 1, 2022, Emory Patterson and I met with Mary Tardona via Google Meet to discuss the proposed geotechnical services for Campstool Lot 1.
277. **On September 1, 2022, I received an email from Mary Tardona with an updated Geotech proposal for Campstool Lot 1 along with timing of when Terracon could perform the work. On the same day, Emory Patterson sent a reply email and said MineOne had approved the draft proposal and that Terracon should move forward with the work. Emory also said he would remit the proposal for signature [by Erick Rengifo].**
278. On September 1, 2022, I sent an email to Tyler Seno with the following attachments: (a) draft reclamation estimate and (b) metes and bounds, which showed the updated access easement. I asked Tyler if the draft reclamation estimate met the requirement for the SUL application. I also asked Tyler how we should handle approval for the access easement.
279. **On September 1, 2022, I sent an email to Erick Rengifo with an update on several items related to Campstool, including but not limited to (a) the final metes and bounds survey from Steil Survey for the state land lease (sent to OSLI for review), (b) the final reclamation estimate from Lovas Engineering for the state land lease (sent to OSLI for review), (c) the boundary and topographic survey for Campstool Lot 1 from Steil Survey (work authorized and survey on schedule), and (d) the geotechnical report for Campstool Lot 1 from Terracon (work authorized and report on schedule).**
280. On September 1, 2022 I sent an email to Rick Swanson with six final modification requests to the state land site plan (based on feedback from Jeff Jones), and an image for reference.
281. On September 2, 2022, I received an email from Tyler Seno indicating the metes and bounds for the state land lease looked good to him, but we also needed a metes and bounds description of the access easement. He also said the reclamation estimate looked good and that the amount of the reclamation estimate is the amount of the

reclamation bond we would need to get. I responded to Tyler via email and asked if we could provide the metes and bounds on the access easement the following week.

282. On September 2, 2022, I received an email from Mary Tardona indicating that Terracon was able to schedule a rig to be onsite at Campstool Lot 1 on September 6, 2022. She asked Emory Patterson if this worked. Later that day, Emory Patterson replied to Mary and said we had also received approval for percolation testing.
283. On September 2, 2022, I sent an email to Jim Lever indicating that MineOne had engaged a geotechnical firm to perform an analysis on the land so that the engineers could use that information for designing the building's foundations (said design which would be submitted as part of the permit package, which is due by 10/15). I asked Jim if we had permission for the geotechnical firm to access the property and perform several borings for analysis.
284. On September 2, 2022, Emory Patterson sent an email with the Terracon Geotechnical proposal for Campstool Lot 1 to Erick Rengifo for signing via Docusign.
285. On September 2, 2022, I received an email from Rick Swanson with the updated site plan for the state land parcel.
286. On September 2, 2022, I sent an email to Tyler Seno with the digital version of the special use lease application documents so that he could start his review, which included the (a) Special Use Lease Application, (b) Site Plan, (c) Metes and Bounds of the proposed leased area, (d) Engineer's Reclamation Estimate, and (e) Approved Temporary Use Permit (for reference). I also stated that I would prepare paper copies with wet ink signatures the following week for delivery to the OSLI office, which would include the aforementioned documents and the (f) Surface Lessee Notification and Consent Form, (g) Surface Lessee Letter agreeing to cattle pen relocation, and (h) \$250.00 check for the lease application fee. I told him that I would send him the metes and bounds for the access easement as soon as the surveyor provided it to me.
287. **On September 3, 2022, Erick Rengifo signed the \$20,520.00 Terracon geotechnical proposal for Campstool Lot 1, which included Field Exploration, Laboratory Thermal Resistivity Testing, Laboratory Testing, Geotechnical Analysis and Report, and Field Percolation Testing.** Later that day, Emory Patterson sent an email to Mary Tardona with Erick Rengifo's signed version of the geotechnical proposal.

288. On September 6, 2022, I sent an email to Tyler Seno to ask if he needed wet ink signed/stamped versions of the reclamation estimate and metes and bounds survey.
289. On September 6, 2022, I sent an email to Chris Lovas to inform him that the initial feedback from the OSLI was that the reclamation estimate would work, but that there was a small chance it might need updates after the OSLI did its formal review. I also asked him to send his invoice for the reclamation estimate.
290. On September 6, 2022, I received an email from Rick Swanson with the invoice for the state land lease site plan.
291. On September 6, 2022, I received a forwarded email from Jim Lever that contained permission from Carol Yuan (of YZY Capital) for MineOne to proceed with the soil analysis (i.e. Terracon's geotechnical analysis).
292. On September 6, 2022, I sent an email to Steve Morgan and asked him two questions regarding the proposed Simplified Purchase Order for Campstool Engineering, specifically (a) could the \$17,250.00 quoted for engineering related to Campstool Lot 1 be applied to the price of the MDCs (once that order is placed by MineOne) and (b) did "submission" refer to the City or Purchaser.
293. On September 7, 2022, I received an email from Mary Tardona that informed me that Terracon had completed the drilling and percolation testing for Campstool Lot 1. She asked if expedited services for laboratory thermal dry out curve testing were desired.
294. On September 8, 2022, I sent an email to Jeff Jones to inquire about him sending invoices for his work.
295. On September 8, 2022, I sent an email to Mary Tardona with several questions regarding the expedited lab services (i.e., cost and timeline).
296. On September 8, 2022, I received an email from Tracy Gertzen at CEGEN Environmental Group with a revised Simplified Purchase Order for the Campstool Stamping Process.
297. On September 8, 2022, I received an email from Johnny Larsen with Shermco. He provided a quote from Sunbelt-Solomon for 15kV switchgear that would be needed for the Campstool site. He also introduced me and Emory Patterson to Phil Risch, the main point of contact at Sunbelt-Solomon. Later that day, I received an email from Phil which specified down payment requirements for a potential order.

298. On September 8, 2022, I received an email from Erin Fagan in regards to MineOne's August 15, 2022 site plan submission. The site plan's first review comment letter from the City of Cheyenne was attached to the email. The first review comment letter identified at least twenty-one items needing addressed in a revised site plan, to be considered in the EPR submittal, and/or other items noted by the city. Later that day, I responded to Erin's email and confirmed receipt of the letter.
299. On September 8, 2022, I received an email from Mary Tardona that indicated regular thermal testing would take up to about fifteen days and expedited testing would take up to about ten days.
300. On September 9, 2022, I sent an email to Steve Morgan and Tracy Gertzen thanking them for the update regarding "submission to purchaser" and inquiring about them adding language that a portion of the payment for engineering would be discounted from the eventual price of the MDC order for Campstool.
301. On September 9, 2022, Emory Patterson sent an email to Rick Swanson with the first review comment letter attached.
302. On September 9, 2022, Emory Patterson sent an email to Stephanie Bedinghaus with the first review comment letter attached. He also let her know that we would be working with Rick Swanson to make initial updates to the site plan, but then we'd like to start working with her on any remaining items that she might have more local familiarity with. Later that day, Stephanie responded via email and said the first comment review letter "doesn't look too bad!" She also suggested that we send the first comment review letter to the civil engineer to address the BOPU comment. Later that day, Emory responded to Stephanie via email to confirm he sent the first review comment letter to Chris Lovas.
303. On September 9, 2022, Emory Patterson sent an email to Chris Lovas with the first review comment letter attached.
304. On September 9, 2022, I received an email from Steve Morgan that confirmed CEGEN would credit the Campstool project budget for the structural and electrical sealed drawings. He also said the outstanding amount for the HVAC sealed drawings was not part of the original scope and would be charged to the Campstool project, and that the

amount of the HVAC sealed drawings would be confirmed the following week after Shermco confirms the charge for the North Range HVAC engineering.

305. On September 9, 2022, Emory Patterson sent an email to Mary Tardona to indicate that the team wanted to authorize expedited lab results.
306. On September 9, 2022, Emory Patterson sent an email to Erick Rengifo with the Simplified Purchase Order for engineering services for Campstool Lot 1 for his review and signing through Docusign.
307. On September 9, 2022, I received an email from Chris Lovas with feedback on the City's first comment review letter on the Campstool Lot 1 site plan.
- 308. On September 9, 2022, I sent an email to Erick Rengifo with an update on outstanding and upcoming payments (all of which I mentioned were on the payments tab and schedule tab of the budget, with links to the corresponding invoices). The relevant Campstool-related payments were RM Swanson (\$6,500.00 for the state land site plan) and BCB (reimbursement of \$1,845.00 for the City of Cheyenne site plan review fee). I also indicated that we were still waiting for the \$1,200.00 invoice from Lovas Engineering for the state land reclamation estimate.**
309. On September 10, 2022, I sent an email to Jeff Jones indicating I had spoken with Tyler Seno and Tyler had said that we should include a legal description specifically for the access easement on Exhibit B. I asked Jeff to add another paragraph to Exhibit B with the description of the access easement, and to then provide the final versions of both Exhibit A and Exhibit B so I could submit those to the OSLI. Later that day, I sent another email to Jeff indicating that Tyle Seno had mentioned that the description for the access easement should include the number of rods.
310. On September 10, 2022, I sent an email to Chris Lovas requesting that he email to me a signed/sealed version of the reclamation estimate, as well as his invoice for the reclamation estimate.
311. On September 10, 2022, I received an email from Kerrick Moore with a copy of the TUP that he had previously hand-delivered to the OSLI office. I responded via email to Kerrick and let him know we were going to need two more signed docs [for the SUL] from Earl Merrill.

312. On September 10, 2022 I sent an email to Kerrick Moore to ask if he was still available to help with the in-person submission of the SUL. I provided him with a list of documents I would print, sign and send to the One West Real Estate office in Cheyenne (where he could pick them up). I then identified two documents that Kerrick would need to get signed by Earl Merrill. Then I let him know he would combine all of the documents and submit them in person to OSLI.
313. On September 11, 2022, I received an email from Kerrick Moore indicating he would be able to help with submitting the SUL application in-person to the OSLI.
- 314. On September 12, 2022, Erick Rengifo signed the CEGEN Simplified Purchase Order for engineering services for Campstool (for a total cost of \$17,250.00).**
315. On September 12, 2022, Emory Patterson sent an email to Stephanie Bedinghaus to schedule a meeting with her the following day.
316. On September 12, 2022, I received an email from Jeff Jones with the updated and signed maps.
317. On September 12, 2022, Emory Patterson sent an email to representatives of Shermco and CEGEN to schedule a kick-off call to initiate work on engineering for Campstool. He informed everyone that there was a hard deadline of October 4, 2022 to submit for permits. He attached a copy of the Campstool Lot 1 site plan to the email.
318. On September 12, 2022, Steve Morgan sent an email to me and inquired if the permitting required the theoretical noise impact assessment. Later that day, I responded to Steve via email and let him know that I would call him to discuss the theoretical noise impact assessment (after I spoke to my contact with the City of Cheyenne to make sure I understood the requirements).
319. On September 12, 2022, I received an email from Chris Lovas with a stamped version of the reclamation estimate.
320. On September 12, 2022, I received an email from Chris Lovas asking me if I'd like him to proceed with providing the proposal for civil engineering on Campstool Lot 1. I responded to his email and asked him to provide it. I also asked him if he was available to join the Campstool engineering call with Shermco and CEGEN.

321. On September 12, 2022, I received an email from Chris Lovas with a proposal for the civil construction package including all of the items needed for approval all of the way through construction acceptance.
- 322. On September 13, 2022, I received an email from Erick Rengifo that confirmed MineOne had made the reimbursement payment to BCB for the City of Cheyenne site plan review fees.**
323. On September 13, 2022, Emory Patterson and I spoke with Stephanie Bedinghaus about the City of Cheyenne's first review comment letter on the Campstool Lot 1 site plan.
324. On September 13, 2022, I sent an email to Steve Morgan to request a correction to the preliminary sound study for Campstool Lot 1 so I could then send it to the City of Cheyenne to determine if it would suffice as the requested sound study. Later that day, Steve replied via email and provided the updated preliminary sound study.
325. On September 13, 2022, I received an email from Josh Schaeffer (with General Steel) that included a quote for an office/warehouse building for Campstool Lot 1. He also provided a link for more information on the faux stone product offered by General Steel.
326. On September 13, 2022, Emory Patterson and I spoke with Earl Merrill and Crystyn Lasley regarding several documents needing to be signed for the SUL on the state land parcel at Campstool. I then sent an email to Earl and Crystyn with two documents needing to be signed by Earl: the (a) surface lessee notification and consent form and (b) cattle pen relocation approval letter. I informed them that Kerrick Moore would stop by later the same day to pick up the signed documents so he could submit them to the state. I also attached a survey of the proposed lease area for Earl's and Crystyn's review and general information.
327. On September 13, 2022, I sent an email to Erin Fagan with the high-level sound study for Campstool Lot 1 attached. I asked Erin if the high-level sound study met the requirement in the first review comment letter that the proposed project is not overly loud at the property line.
- 328. On September 13, 2022, I sent an email to Erick Rengifo with updates on payment items and other items, which included the following vendors/topics related to Campstool: RM Swanson invoice, Lovas Engineering invoice, Steil Survey invoice,**

General Steel quote, Campstool engineering call and target submission date, and state land lease application.

329. On September 14, 2022, Emory Patterson and I met with representatives of Shermco and CEGEN for the Campstool engineering kick-off call.
330. On September 14, 2022, I received an email from Josh Schaeffer with a wire frame drawing of the proposed structure for Campstool Lot 1. Later that day I received another email from Josh with a revised quote assuming a 20 foot eave height.
331. On September 14, 2022, I received an email from Stephen Lee with a labor estimate for constructing the proposed General Steel building for Campstool Lot 1.
332. On September 15, 2022, I received an email from Ryan Russell (with CEGEN Environmental Group) that included the IFA drawings for the Campstool MDCs. Ryan also asked several other questions.
333. On September 15, 2022, I received an email from Gabbi Cavallero (with Shermco) that included the meeting minutes from the September 14, 2022 Campstool engineering kick-off call.
334. On September 15, 2022, Emory Patterson sent an email to Ryan Russell answering his previous questions about MDC color and MDC stairs supplier. Later that day, Ryan Russell responded via email and provided typical stair specs CEGEN would build for this type of application. Emory responded via email and asked if the stairs were included in the PO for the Campstool project. Ryan responded via email and said the stairs were not included in the original scope.
335. On September 15, 2022, I received an email from Tyler Seno stating “Thanks for all your work on this the [SUL] application looked great. I have put together a document and anticipate that the Board of Land Commissioners will approve your lease at the October 6th meeting.”
336. On September 16, 2022, I sent an email to Rick Swanson with the first review comment letter for Campstool Lit 1 from the City of Cheyenne, with the City of Cheyenne’s comments in an MS word document as requested by Rick. Later that day, Rick responded to me via email with an updated site plan and responses to staff comments in the MS word document.

337. On September 16, 2022, I submitted MineOne's (a) updated site plan Campstool Lot 1 and (b) responses to the City's comments via the City of Cheyenne's online submittal form.
338. On September 16, 2022, I sent an email to Tyler Seno asking him to let me know if BCB's SUL application did not end up on the consent list.
339. On September 18, 2022, I received an email from Chris Lovas indicating that he could provide the Campstool Lot 1 Civil EPR package by October 11, 2022 (based on receiving the topo in the next few days and receiving the site plan .dwg file from Rick). He explained that it is possible to submit the EPR without an approved site plan (called a Certificate of Review), but the EPR will need updated later to match the approved site plan and may require some additional fees. He also said that as part of the EPR submittal, the erosion control plan will need to be developed, which comes out of the stormwater pollution prevention plan budget line.
340. On September 18, 2022, I received an email from Johnny Larsen that indicated Shermco estimated a range of \$100,000-\$130,000 for the Campstool engineering quote. He said that the goal was to have a formal budget/quote with the required tasks and deliverables for engineering scope by September 20, 2022 at the latest.
341. On September 19, 2022, Ryan Russel sent an email to Shermco asking about the square footage required for the E-house building at Campstool.
342. On September 19, 2022, I sent an email to Mary Tardona asking for an estimate on when she expected to have the preliminary geotechnical lab results.
343. On September 19, 2022, I sent an email to Jeff Jones asking when he would have the boundary and topographic map ready. I indicated our engineer was waiting for that to commence the next phase of work.
344. On September 19, 2022, I sent an email to Jim Lever with a due diligence update for him to pass along to the Seller, which indicated the following:
- "Site Plan - we received feedback from the City on Sept 8 regarding our initial site plan submission. We made updates to the plan and submitted responses on Sept 16 (see attached receipt). We've been told to expect up to a 2 week review for the resubmission. That would put our next response from the City on Sept 30, which is our milestone goal for approval of the site plan and payment of an

additional \$50k earnest money. While we expect approval and the issuance of a Certificate of Review by this date, there is a possibility the City might require another round of revisions (which if it does, it should only be for one or a few very minor items at this point). We will let you know if this happens. Regardless, we will be sure to have the next \$50k earnest money deposit wired to escrow on this date (9/30).

- Geotechnical analysis - Drillings are complete and we expect initial results from the lab this week.
- Survey (boundary and topographic) - We ordered this several weeks ago and expect to have it done this week.
- Civil Engineering - We are working with a civil engineer on a final drainage analysis (the preliminary was submitted as part of the original site plan submission), grading and spot elevations, stormwater conveyance design, civil construction drawings, and stormwater pollution prevention plan.
- Electrical Engineering - our team just wrapped up the engineering for our site across town (in the North Range Business Park) and are now working on the engineering for the Campstool site.
- Permit and Engineering submission - we are currently on track to submit for engineering approval and for permits by the milestone date of 10/15. We will provide another update in the next few weeks as things progress.”

345. On September 19, 2022, I received an email from Stephanie Bedinghaus with several questions about the proposed warehouse/office for Campstool Lot 1. Emory Patterson responded via email that same day and indicated Shermco believed the building should be designated as a “future” warehouse/office with a deferred submittal.

346. On September 19, 2022, I received an email from Erin Fagan and she informed me that the Campstool Lot 1 high-level sound study was “sufficient and acceptable.”

347. On September 19, 2022, I received an email from Mary Tardona with an update on the timing of the lab results.

348. On September 19, 2022, Emory Patterson sent an email to the Shermco team with the civil engineering proposal from Lovas Engineering. Emory asked the Shermco team which portion of the civil scope is necessary, which items Lovas should be engaged for,

which items Shermco would like to do, and how much Shermco would charge for the same scope provided by Lovas.

- 349. On September 19, 2022, Gabbi Cavallero sent an email to the CEGEN team with Mark Aldrich's rough interior dimensions of the E-house for Campstool Lot 1.
- 350. On September 19, 2022, I sent an email to Erin Fagan with a question about the notes from the Forestry department. I also requested if she could provide me with any issues/comments with the revised site plan as she becomes aware of them (rather than waiting until September 30, 2022), so that we could work on addressing them rather than waiting until we receive the formal response.
- 351. On September 19, 2022, I sent an email to Chris Lovas confirming the civil package submittal date, scheduling a proposed call, hearing back from Jeff Jones about the topo survey, and ideally getting the COR before submitting the EPR.
- 352. On September 20, 2022, I received an email from Erin Fagan regarding my question about the notes from the Forestry department. She also said that she would let me know when comments come in on the updated site plan.
- 353. On September 20, 2022, Emory Patterson and I met with the Shermco team to discuss the scope of Campstool civil engineering.
- 354. On September 21, 2022, I received an email from Jeff Jones with a survey (and cad file) for Campstool Lot 1.
- 355. On September 21, 2022, I received an email from Ryan Russell with the IFA for the Campstool Lot 1 E-house.
- 356. On September 21, 2022, Emory Patterson exchanged several emails with Ryan Russell regarding the MDCs for Campstool Lot 1.
- 357. On September 21, 2022, Emory Patterson sent an email to Rick Swanson with the topo and boundary survey for Campstool Lot 1.
- 358. On September 21, 2022, Emory Patterson sent an email to the Shermco team with the topo and boundary survey for Campstool Lot 1.
- 359. On September 21, 2022, Emory Patterson sent an email to Chris Lovas that the Shermco team was in agreement for Chris to move forward with the civil engineering work for Campstool Lot 1. Emory informed Chris of a scheduled time to meet with the

Shermco team to kick-off the project. Emory also attached several versions of the topo file to the email for Chris.

360. On September 21, 2022, I received an email from Johnny Larsen with a quote for engineering work for Campstool Lot 1. He indicated that Shermco required a PO for the Campstool project and an initial down payment retainer of \$30,000.00.
361. On September 21, 2022, I received an email from Clint Downey with an invoice to MineOne for the \$30,000.00 retainer fee. Clint indicated that the retainer will not be drawn down as a credit against future invoicing and is intended to be a standing retainer for both projects (Campstool and North Range).
- 362. On September 21, 2022, I sent an email to Erick Rengifo with an update on payments. One of those payments was for Shermco, which included the \$30,000.00 retainer and billing for engineering services related to Campstool. I indicated that all of the payment info and invoices had been logged into the budget.**
363. On September 22, 2022, Emory Patterson and I met with Chris Lovas and the Shermco team to (a) review the list of deliverables required for the permit, (b) review the Topo and preliminary electrical design on the site layout, and discuss subsequent deliverables and sequencing.
364. On September 22, 2022, I received an email from Erin Fagan with comments from Jim Schamerhorn from the Fire Department.
365. On September 22, 2022, I received an email from Johnny Larsen with the specifications for switchgear for Campstool.
366. On September 22, 2022, I received an email from Ryan Russell with a revised IFA drawing of the MDCs for the Campstool site. Later that day, Emory Patterson replied via email with several questions about the exhaust fans. And later that day, Darcy McIntosh responded with answers about the exhaust fans.
- 367. On September 23, 2022, I received an email from Erick Rengifo that indicated “ok to pay” \$40,040.00 to Shermco, which included \$30,000.00 for the retainer (invoice 22-Retainer) and \$10,040.00 for engineering services (invoice 22-13989), of which \$3,553.00 was related to engineering work at Campstool.**

368. **On September 23, 2022, I received an email from Iris Li indicating that MineOne Partners LLC had sent a \$40,040.00 wire transfer to Shermco.**
369. On September 23, 2022, I received an email from Client Downey with Shermco's proposal for meter access at Campstool for CLFPC.
370. On September 24, 2022, Darcy McIntosh sent an email indicating that he needed to get the engineers in each discipline going on their respective drawings (in order to hit the October 4, 2022 deadline) and that he required approval on the IFAs to proceed. Later that day, Emory Patterson responded via email and provided approval of the "general design and layout," but did not provide approval for "anything related to engineering and mechanicals." He also requested that Shermco be included on all approval requests related to engineering and mechanical design.
371. On September 24, 2022, Emory Patterson sent an email requesting that CEGEN provide an updated plan for approval of the EHouse based on discussion with Shermco on September 23, 2022 and the redlines he attached to the email.
372. On September 24, 2022, upon instructions from Johnny Larsen, I sent an email to the Shermco Team indicating to use the email as MineOne's issues of a purchase order for engineering of the MineOne Wyoming Data Center LLC facility in accordance with the Shermco proposal dated September 21, 2022. I also informed the Shermco team that MineOne had sent the requested \$30,000.00 retainer.
373. On September 25, 2022, I sent an email to Chris Lovas requesting that he send the \$1,200.00 invoice for the state land reclamation estimate.
374. **On September 25, 2022, I sent an email to the MOTBO Team with a summary of upcoming payments (all of which was also included in the payments tab of the budget). The relevant items for Campstool were RM Swanson Architects (\$6,500.00 due 9/27) and Lovas Engineering (\$1,200.00 due 9/27). I also indicated that we had received an estimate for Shermco's engineering services at Campstool, and that Shermco had told us to expect \$120,000.00. I indicated that this was \$185,000-\$200,000 and that \$15,553 had already been paid on this line item (\$3,553 to Shermco engineering and \$12,000 to RMSwanson for the site plan).**

375. On September 26, 2022, I attended a meeting via Microsoft Teams with Emory Patterson, Rick Swanson, and the Shermco team to discuss the meter placement at the Campstool site.
376. On September 26, 2022, there was a meeting via Microsoft Teams between Shermco and CLFPC to discuss/confirm the placement of the meter at Campstool.
377. On September 26, 2022, I received an email from Johnny Larsen with an updated quote from Sunbelt for the switchgear line-up proposed for the Campstool site.
378. On September 26, 2022, I received an email from Chris Lovas with invoice 22098-1059 for \$1,200.00 for the state land lease reclamation estimate.
379. On September 26, 2022, I received an email from Clint Downey with a preliminary site plan for Campstool Lot 1 attached. Clint mentioned that Rick Swanson was going to adjust his site plan to match the Shermco site plan.
- 380. On September 26, 2022, I sent Chris Lovas' invoice for the state land reclamation estimate to the MOTBO Team.**
- 381. On September 27, 2022, I received an email from Erick Rengifo in response to the email with Chris Lovas' invoice for the state land reclamation that said "ok to pay." Shortly thereafter, I received another email from Erick Rengifo in which he said "for now we need to pay (3) and (4)" where (3) and (4) referenced the RM Swanson Architects invoice and Lovas Engineering invoice. Later that day, Iris Li sent an email and confirmed that (3) and (4) had been paid.**
382. On September 27, 2022, I received an email from Ryan Russell with revised drawings for the Campstool EHouse. Later that day, Mark Aldrich responded via email and said it looked good to him.
383. On September 27, 2022, I received an email from Chris Lovas which indicated he had updated his contract proposal for civil engineering work at Campstool based on the call with Shermco the previous week and that the only task which was removed was the dry utility coordination. He said that he was waiting on the updated site plan from Shermco, along with the topo/boundary before he could get started.
384. On September 27, 2022, Mark Aldrich responded to Ryan Russell's email and indicated that the latest Campstool EHouse design provided the additional space as discussed and that they would begin the process of updating the layouts.

385. On September 27, 2022, Ryan Russell sent an email with the revised IFA for the Campstool EHouse and indicated CEGEN would be updating the pricing and sending a change order once it was approved.
386. On September 27, 2022, Rick Swanson sent an email with adjustments to the site plan per Shermco's drawing with some other minor adjustments.
- 387. On September 27, 2022, I sent an email to the MOTBO Team which indicated that \$50,000.00 of additional earnest money was due on September 30, 2022 to First American Title for Campstool Lot 1.**
388. On September 28, 2022, Emory Patterson sent an email to the CEGEN team and Shermco team indicating that everyone is to use the proper information on the title block of the drawings.
- 389. On September 28, 2022, Emory Patterson sent an email to Erick Rengifo with a change order (for review/signing) for expedited laboratory services from Terracon for geotechnical core sampling at Campstool (which was needed to keep on schedule for the engineering submittal deliverables). Later that day, Erick Rengifo signed the change order.**
390. On September 28, 2022, I received an email with an invoice from Shermco (22-14289), which included Shermco's charges for Campstool Engineering (\$2,418.00).
391. On September 28, 2022, I received an email from Erin Fagan with comments from BOPU on the Campstool Lot 1 site plan. Later that day, I received another email from Erin Fagan that said "We have the comments from BOPU and Fire. I can issue an approval with their comments to be resolved during the Engineering Plan Review. All the other issues have been resolved. I'll work on issuing the Certificate of Review today or tomorrow so you guys can have it by Friday."
392. On September 28, 2022, Emory Patterson sent an email to Jim Schamerhorn to set up a time to discuss fire issues related to the engineering documents for Campstool Site 1.

THROUGH BCB'S EFFORTS AND COORDINATION OF MINEONE'S VENDORS,
MINEONE RECEIVES APPROVAL OF ITS CAMPSTOOL LOT 1 SITE PLAN

393. On September 28, 2022, I received an email from Erin Fagain that included the Certificate of Review (i.e., approval of the site plan) for Campstool Lot 1. She also

said that an Engineering Plan Review and Building permits are required and that the City was ready for those to be submitted.

BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1
(ENGINEERING PLAN REVIEW) AND SUBMITS SPECIAL USE LEASE (SUL);
MINEONE CONTINUES PAYING VENDOR INVOICES

- 394. On September 28, 2022, I sent an email to the MOTBO Team with a payment update. I indicated that the City had approved the Campstool Lot 1 site plan, which now meant that \$50,000.00 of additional earnest money was due to First American, and that Erick needed to confirm this wire before it was sent. I also mentioned that we had received Shermco's latest invoice.**
395. On September 29, 2022, I received an email from Terri Applegarth (with Steil Surveying) with invoice 23983 for \$2,000.00 for providing the metes and bounds for the state land lease.
- 396. On September 29, 2022, I received an email from Iris Li indicating that MineOne Partners LLC had sent a \$50,000.00 wire transfer to First American title. I responded via email to the MOTBO Team and let them know I would provide notice to Jim Lever of meeting the deadline for the site plan approval and escrow deposit. Erick Rengifo responded to my email later that day and said "thank you."**
397. On September 29, 2022, I sent an email to Kirsten Malm (with First American title) and requested a deposit receipt for MineOne's \$50,000.00 earnest money wire transfer. Kirsten responded via email that same day and provided the earnest money receipt and inquired if the transaction was still expected to close at the end of the year. I responded via email and said we were still targeting the end of the year (but "if we get our approvals sooner, specifically approval from the Association's Architectural Review Committee," the closing would happen sooner).
398. On September 29, 2022, I received an email from Mary Tardona with a draft of the geotechnical report for Campstool Lot 1. She also said that I would receive the invoice for it later in the week or early the following week.

399. On September 29, 2022, I sent an email to Jim Lever that said the following: “Good news: MineOne has been issued a "Certificate of Review" (meaning its site plan has been approved by the City of Cheyenne). MineOne has also wired an additional \$50,000 of earnest money to First American per Addendum A of the Contract to Buy and Sell Real Estate. Please see the attached documents for verification. We made it a day early :) The next milestone date (October 15) is the submission of the EPR and building permits. We're making good progress to achieve the submission by this date. We'll provide an update next week as we continue working through the requirements.”
- 400. On September 29, 2022, I sent an email to the MOTBO Team with a payment update. I indicated that (a) Shermco’s invoice was due by September 30, 2022, (b) we had received three of four invoices from Steil Surveying, and (c) we were waiting for confirmation of the verification wire transfer to Terracon. Later that day, Iris Li sent an email and confirmed that a wire transfer was sent to Shermco to cover the invoice in full. Later that day, Erick Rengifo responded to Iris Li’s email and said “This was amazingly fast!!! Thank you.”**
401. On September 30, 2022, Darcy McIntosh sent an email with the preliminary SLD and panel schedules with loads for Campstool Lot 1.
402. On September 30, 2022, Emory Patterson sent an email to CEGEN, Shermco, and Chris Lovas with a link to the Cheyenne Building Permit Applications, the EPR Guidelines, and the EPR Requirements. He also attached the most recent copy of the Campstool Site Plan Review Comments (issued September 29, 2022).
403. On September 30, 2022, I sent an email to Erin Fagan thanking her for her assistance with the site plan approval for Campstool Lot 1. I said we had been making progress on the EPR and building permits and would like to schedule a call with her to ask some questions. I also asked about the process for obtaining a street address for the property. Erin responded via email that day and provided me with contact information of people to discuss the EPR and building permits questions with. She also indicated that the address would be assigned at the time of the building permits.
404. On September 30, 2022, I sent an email to CEGEN and asked if they would be available for a quick chat to run through several items, one of which was next steps on a referral for an acoustical engineer to assist at Campstool.

405. On September 30, 2022, there was a meeting scheduled by Clint Downey to handoff on the Campstool Lot 1 site plan.
- 406. On September 30, 2022, I sent an email to the MOTBO Team with an update on payments. Related to Campstool, I indicated that the invoice from Steil was ready to be paid and that we would be receiving an invoice from Shermco with payment for that due by October 7, 2022.**
407. On October 3, 2022, I received an email from Chris Lovas indicating he needed a signed contract for the Campstool Lot 1 civil engineering work before he sends work to his drafters. I replied to Chris via email and said that I would send the proposal to Erick for his signature.
- 408. On October 3, 2022, I received an email from Iris Li that indicated she had initiated a wire transfer to pay the Steil Surveying invoice for the state land metes and bounds (after receiving Erick's approval). Erick Rengifo responded via email and said "thank you Iris!"**
- 409. On October 3, 2022, I sent an email to Erick Rengifo that said "Erick - one to-do item I forgot to mention on our call just now. We need you to sign the agreement with Chris Lovas this morning for his proposed services at Campstool regarding the engineering and building permits (final drainage analysis, grading and spot elevations sheet, stormwater conveyance design, civil drawings, SWPPP) so he can continue making progress to hit our deadline. I'm reviewing the agreement one last time (to make sure it has the proper updates) and will then send it over via Docusign for you." Erick Rengifo responded to my email and said "HI Michael Ok."**
410. On October 3, 2022, Chris Lovas sent an email with several questions on the Campstool Lot 1 site plan. Shortly thereafter, Mark Aldrich responded via email with a couple of answers to Chris' questions.
- 411. On October 3, 2022, Erick Rengifo signed the Lovas Engineering proposal for civil engineering work for Campstool Lot 1 via Docusign. In the Docusign request I had sent earlier for this, I indicated this proposal was "for the work required at Campstool to help us with the required submissions for the EPR and building permits. The first phase (\$18,500) includes the final drainage analysis, grading**

and spot elevations sheet, stormwater conveyance design, civil construction drawings, and stormwater pollution prevention plan. The second phase (\$7,500), which won't start until after the permits are approved and MineOne closes on the land, includes project/construction management and asbuilts, and the post construction site grading/drainage certification. The work is billed monthly, so we'll get the first invoice at the end of October for most (maybe all, depending on how quickly things progress) of the phase 1 items. These items were factored into the Campstool budget.”

412. On October 3, 2022, Xenia D’Souza (with CEGEN Environmental Group) sent an email with stamped drawings for the MDCs (structural and electrical) and EHouse (electrical) for Campstool Lot 1.
413. On October 3, 2022, Clint Downey sent an email to Chris Lovas with the preliminary geotech report and the site plan he had just discussed with Chris.
414. On October 4, 2022, Xenia D’Souza sent an email with comments from CEGEN’s engineer in order to confirm the head load of everything inside the building and the min and max inside temperatures.
415. On October 5, 2022, I sent an email to Tyler Seno to see if the SUL application was going to be on the consent list at the October 6, 2022 board meeting. Tyler responded via email and said that it was, and as such, he didn’t see a reason for me to be present at the board meeting.
416. On October 5, 2022, I received an email from Jim Stewart (with CEGEN Environmental Group) to schedule a call to discuss the Noise Impact Assessment for Campstool Lot 1.
417. On October 5, 2022, I sent an email update to the MOTBO Team which referenced several items related to the Campstool project.
418. On October 6, 2022, I received an email from Clint Downey with invoice 22-14913 for \$7,357.00 for Shermco’s hours the preceding week for Campstool engineering services.
419. On October 6, 2022, Xenia D’Souza sent an email with the structural drawings for the MDCs and EHouse for the Campstool project.
420. On October 6, 2022, I sent an email to the MOTBO team with a payment update, which mentioned several items related to the Campstool project.

- 421. On October 7, 2022, Iris Li sent an email and indicated that MineOne Partners LLC had sent a wire transfer to Shermco to cover invoice 22-14913 for \$7,357.00 for Shermco's engineering services at Campstool.**
422. On October 7, 2022, I received an email from Terri Applegarth with an invoice from Steil Surveying for \$5,500 for topographic and boundary survey on Campstool Lot 1.
423. On October 7, 2022, Chris Lovas sent an email to the Shermco team reminding them to send the fire lateral and hydrant alignment/location in a .dgn file.
424. On October 7, 2022, Emory Patterson sent an email to Jim Schamerhorn to follow up with scheduling a meeting to discuss anticipated requirements regarding fire detection and fire hydrants for Campstool Lot 1.
425. On October 7, 2022, Emory Patterson sent an email to Shermco and CEGEN that specified the EPR process and requirements and requested they let him know if there were any issues with those in respect to their deliverables.
426. On October 7, 2022, I received an email from Emory Patterson which he had forwarded from Stephanie Bedinghaus. Stephanie's email provided an invoice for her review of the Campstool site plan and the City's comments.
- 427. On October 7, 2022, I sent an email to the MOTBO Team with an update on payments and other items. Regarding Campstool, I mentioned the following: (a) Steil Surveying \$5,500.00 invoice for the the boundary and topographic survey was due, (b) Shermco had upcoming amounts due, and (c) we were planning to submit the Campstool EPR by October 12, 2022 (even though they weren't due until October 15, 2022).**
428. On October 10, 2022, Chris Lovas sent an email to Clint Downey asking if the plan was to submit without the fire service alignment and hydrant location. Clint responded that he had reached out to Rick Swanson to determine that. Chris responded and also requested a .pdf file of the site plan for him to add to his plan set. Clint responded and asked to schedule time with Chris to discuss site grading and drainage, SWPP, etc. Chris responded that he would have a set of documents for Shermco to review the following morning.

429. On October 10, 2022, Clint Downey sent an email with a walkthrough of the heat load expected off of each electrical panel for the Campstool project and said he would discuss it on the upcoming call.
430. On October 10, 2022, Emory Patterson sent an email to Shermco, CEGEN, and Chris Lovas with a copy of the permit document checklist for the Campstool project. He also indicated that we were still pressing to submit the permit application package no later than October 12, 2022.
431. On October 10, 2022, Darcy McIntosh sent an email indicating that he would provide mechanical drawings for the EHouse and MDCs the following morning.
432. On October 10, 2022, Emory Patterson sent an email to Chris Lovas indicating that he had a chance to speak with Joe Schamerhorn (City of Cheyenne Fire Department Reviewer and Inspector) and that Joe was going to allow a deferred submittal for the fire detection, fire suppression, and fire hydrant for the Campstool EPR.
433. On October 10, 2022, Chris Lovas sent an email indicating the fire hydrant could be added after the first round of comments, and that if added, then there will be a need to complete the Engineering Design Report and submit to the DEQ for a Permit to Construct.
- 434. On October 10, 2022, I sent an email to the MOTBO team with an update on payments. Regarding Campstool, I mentioned the amount due to Steil Surveying. I also mentioned that we had a call with Shermco to review status on the Campstool EPR and permit submission, and were going to follow up with Chris Lovas and CEGEN the next day.**
- 435. On October 11, 2022, Erick Rengifo sent an email that said “ok with [paying the \$5,500 Steil Survey invoice].” Later that day, Iris Li sent an email confirming that MineOne Partners LLC had sent a wire transfer to Steil Surveying for \$5,500.00.**
436. On October 11, 2022, Darcy McIntosh sent an email indicating he had forwarded the walkthrough of the head load expected off of each panel (from Shermco) to the mechanical engineer for review.

BCB's SPECIAL USE LEASE (SUL) IS APPROVED;
BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1
(INITIAL ENGINEERING PLAN REVIEW & UPDATED SITE PLAN)

437. On October 11, 2022, I received an email from Tyler Seno with “board approval, 2022 bill and lease agreement for SU-1084.” He said that BCB Cheyenne LLC “...must place a bond with our office in the amount of the provided engineer's estimate prior to constructing or accessing the site.”
438. On October 11, 2022, Darcy McIntosh sent an email with the mechanical HVAC Sealed/Stamped set for Campstool.
439. On October 11, 2022, Chris Lovas sent an email to Clint Downey with an attached draft of the civil plans. He confirmed that Clint Downey was going to send him an updated site plan with updated line work for him, and that they scheduled another follow up call that day. Later that day, Chris Lovas sent an email with an attached .dwg file with additional linework.
440. On October 11, 2022, Tony Genoff (with Shermco) sent an email to Mary Tardona requesting her to finalize the geotechnical report for Campstool Lot 1. Later that day, Mary responded via email with the final geotechnical report.
441. On October 11, 2022, I sent an email to Chris Lovas with the transportation worksheet for Campstool Lot .
442. On October 11, 2022, Chris Lovas sent me an email with a civil description of the Campstool project and the citizen access URL.
443. On October 11, 2022, Clint Downey sent an email to Chris Lovas with the CAD file for the Campstool Lot 1 site plan.
444. On October 11, 2022, Chris Lovas sent an email to Clint Downey indicating he had made several updates to the Campstool Lot 1 site plan from Clint. Chris further said that he thought the best course of action was for Rick Swanson to update his site plan with Chris' linework (since that was the site plan that the Planning Department reviewed/approved. He also provided a link to download the EPR civil construction set as well as the final drainage analysis.
445. On October 11, 2022, Emory Patterson sent an email to Chris Lovas to schedule a call for October 12, 2022 to discuss his work.

446. On October 12, 2022, Emory Patterson sent an email to CEGEN and Shermco with all of the drawings for the permit submission so that they could review the files and confirm everything was correct. Later that day, Darcy McIntosh responded via email and confirmed they were the correct and most up-to-date drawings for the submission.
447. On October 12, 2022, I sent an email to Rick Swanson with a screenshot that had the labels on it that we had discussed on the call for Chris Lovas' linework.
448. On October 12, 2022, Clint Downey sent an email to Rick Swanson with several updates that Rick needed to make to the Campstool Lot 1 site plan.
449. On October 12, 2022, Rick Swanson sent an email with an updated Campstool Lot 1 site plan.
450. On October 12, 2022, Emory Patterson forwarded me an email from Nicholas Medina (with the City of Cheyenne) that had the Building Department fees (\$17685.94) related to the Campstool Lot 1 permit. He said a check or money order were the payment options. Nicholas instructed Emory to reach out to Erin Fagan for the Development fees related to the Campstool Lot 1 permit.
451. On October 12, 2022, Emory Patterson forwarded me an email from Erin Fagan that had calculated the Public Safety Fee (\$7,107.39), Park Fee (\$5,500.00) and Development Fee (\$50.00).
452. On October 12, 2022, Clint Downey sent an email with an attached Transmittal Package, which included all of the deliverables listed as needed for the Engineering Plan Review (EPR).
453. On October 12, 2022, Clint Downey sent an email with an attached Transmittal Package, which included all of the deliverables for the Building Permit. He noted that the address on the Petro Pier drawings appeared to be incorrect.
454. On October 13, 2022, Clint Downey scheduled a call with Rick Swanson to discuss several more changes to the site plan for Campstool Lot 1.
455. On October 13, 2022, Michelle Ventrinin (with Daily Engineering Consultants) sent an email with revised calculations and drawings for the helical piers for Campstool Lot 1.
456. On October 13, 2022, Clint Downey scheduled a call to make sure everything for the EPR and Building Permit submissions were organized before he sent them to me and Emory Patterson.

- 457. On October 13, 2022, Rick Swanson sent an email with a link to updated planting plan and photometrics plan for Campstool Lot 1.
- 458. On October 13, 2022, Emory Patterson sent an email to inform Nicholas Medina and Erin Fagan that the EPR and Building Permits would be submitted to the City later that evening.
- 459. On October 13, 2022, Clint Downey sent me an email with a link to the final EPR and Building Permit package.

**BCB SUBMITS CAMPSTOOL LOT 1 ENGINEERING PLAN REVIEW (EPR)
AND UPDATED SITE PLAN**

- 460. On October 13, 2022, I submitted the Engineering Plan Review (EPR) to the City of Cheyenne via its online form submission portal.**
- 461. On October 13, 2022, I received an email from Johnny Larsen with an invoice (SINV199318) for \$5,073.00 for Campstool Engineering service between 9/6-10/2.
- 462. On October 13, 2022, Emory Patterson sent an email to Erin Fagan and Nicholas Media with the permit application submittal package for Campstool Lot 1.
- 463. On October 13, 2022, Emory Patterson submitted a revised site plan to the City of Cheyenne via its online form submission portal, along with a letter explaining the changes in the revised site plan.**

**BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1;
MINEONE CONTINUES SIGNING AGREEMENTS WITH VENDORS AND
PAYING VENDOR INVOICES**

- 464. On October 13, 2022, I sent an email to Steve Morgan with the most up-to-date site plan for Campstool Lot 1 (which had just been submitted to the City for approval). I asked him to pass it along to John to use for the sound study. I also asked when he would be sending the PO for the sound study and that we still needed to get approval from Erick for it.
- 465. On October 13, 2022, I sent an email to the MOTBO Team with an update on payments. As it related to Campstool, I indicated that the Shermco invoice for Campstool engineering services for \$5,073.00 was due on October 14, 2022 after**

Erick approved it (along with two other Shermco invoices for services related to North Range, all three together totalling \$30,399.00).

466. On October 14, 2022, Erick Rengifo sent an email that said “please let’s proceed with the following:...Shermco - \$30,399.00 DUE FRIDAY 10/14.”

467. On October 14, 2022, Iris Li sent an email indicating that MineOne Partners LLC had sent a wire transfer to Shermco for \$30,399.00.

468. On October 14, 2022, I received an email from Tracy Gertzen with the Simplified PO for the Noise Impact Assessment for the MineOne Campstool project.

469. On October 14, 2022, I sent an email to Erin Fagan and Nick Medina to see if they were okay with me providing their names/emails/phones to the seller of Campstool Lot 1 so that they could reach out and verify the permit submission. I also asked if there was some other way we could provide proof of permit submission to the seller.

470. On October 15, 2022, I sent an email to Jim Lever with a due diligence update on Campstool Lot 1. I said: “ We have achieved the next milestone in Addendum A of the Contract to Buy and Sell Real Estate. On October 13, we submitted the following items to the city of Cheyenne: (1) Engineering Plan Review (EPR) - civil plans, final drainage plan, transportation worksheet, geotechnical report (including pavement design report); (2) Permit documents - see attached; (3) Revised Site Plan (to account for some small items required in the engineering plan). Our receipt number for the EPR is 144. Our receipt number for the revised site plan is 247. We did not receive a receipt number for the permits, however, if you'd like, we can provide a contact person at the Cheyenne Planning and Development Office to verify the submission. We are now waiting for comments from the City on our submissions. In the meantime, we are working on the requirements for the submission to the Campstool Architectural Review Committee (due by December 1). We will keep you updated as things progress.”

471. On October 16, 2022, I received an email from Jim Lever in which he stated “I believe there is a \$50,000 Milestone payment due. Do you still have the wiring instructions or do you need them re-sent?”

472. On October 16, 2022, I responded via email to Jim Lever’s email, and said “the next \$50,000 milestone payment is due upon approval by the City of the building permits (not upon the submission of those items to the City), which is scheduled for 11/15.

Please see...the relevant language from the purchase contract.... Please note that MineOne deposited an additional \$50,000 of earnest money on 9/29 upon the City approving its site plan. I provided the Certificate of Review (COR) and earnest money deposit receipt from First American in the email I sent you on 9/29. To date, all milestones (and their earnest money deposit requirements) have been timely achieved. Everything is on track as expected.”

473. On October 16, 2022, I sent an email to the MOTBO Team with an update. Some of the items related to Campstool, specifically (a) amounts due to Shermco for weekly billing 10/10-10/16), (b) approximate amount of permit fees for Campstool Lot 1, (c) working on a quote for a proposal for an acoustical engineer for a noise impact assessment on Campstool Lot 1 (which would be include in the submission to the CARC), (d) the state land lease was approved and will now be working through the details of the lease.
474. On October 17, 2022, I received an email from Chris Lovas with an invoice (22114-1059) for \$16,500.00 for tasks related to planning and civil EPR tasks for Campstool Lot 1.
475. On October 18, 2022, I received an email from Nicholas Medina indicating that the total charge for Campstool Lot 1 permit fees was \$27,923.16 and that “...these number(s) are for reference only and the Permit(s) will not be issued until paid, then you will receive your permit(s) via email once ALL REVIEWS are APPROVED. You cannot start work until the permit has been issued. If under \$2000, you can call in a credit card payment; if over mail in a check.”
476. On October 18, 2022, Emory Patterson sent an email to Nick Media letting him know that he would try to bring in a check later that day or first thing in the morning the following day.
- 477. On October 19, 2022, I sent an update email to the MOTBO Team. Related to Campstool, I mentioned the City has confirmed permit fees of \$27,923.16, they require payment by check, Emory will hand-deliver a check from BCB on Wednesday, and then BCB will follow up with a reimbursement invoice for MineOne. I also mentioned we had received the invoice from Lovas Engineering and needed to verify why it was \$2,000 less than we had expected.**

478. On October 19, 2022, I received an email from Tracy Gertzen with the Simplified PO for the Noise Impact Assessment for the MineOne Campstool project.
479. On October 19, 2022, I sent an email to the CEGEN team and indicated that Emory had confirmed we had the final design documents for permit submittal, and as such, would proceed with the \$17,250 payment. I also sought clarification on which line items in the PO would be credited to the Campstool MDCs (assuming those were selected for the project).
- 480. On October 19, 2022, Emory Patterson delivered a check for \$27,923.16 to the City of Cheyenne for the Campstool Lot 1 permit fees.**
481. On October 19, 2022, Emory Patterson sent an email to Jim Schamerhorn regarding fire detection, suppression, and protocols for the proposed Campstool facility.
482. On October 20, 2022, I received an email from Clint Downey with an invoice (22-15437) for Campstool engineering services in the amount of \$15,995.00.
483. On October 20, 2022, I received an email from Tracy Gertzen with CEGEN invoice 01074 for the Campstool stamping process.
484. On October 20, 2022, I received an email from Steve Morgan which indicated which line items from CEGEN's invoice for the Campstool stamping process would be credited to the Campstool project.
- 485. On October 21, 2022, I sent an email to the MOTBO Team with an update on several items. As it related to Campstool, I mentioned there was (a) \$34,537.50 owing to Shermco (for weekly billing 10/10-10/16), of which \$15,995.00 was related to Campstool engineering, (b) \$27,923.16 owing to BCB as a reimbursement for the Campstool Lot 1 permit fees, (c) \$16,500.00 owing to Lovas Engineering for the engineering work that was included as part of the permit and EPR package, (d) \$17,250.00 owing to CEGEN for the electrical, structural, and mechanical engineering. I also mentioned we had received a \$6,000.00 quote from CEGEN for the noise impact assessment and that we were currently reviewing it.**
- 486. On October 21, 2022, Erick Rengifo sent an email response to my payment update email and said "please proceed with the following payments." He then listed multiple payments to be made, and the relevant Campstool-related payments**

were: (a) Shermco for \$34,537.50, (b) Lovas Engineering for \$16,500.00 and (c) CEGEN for \$17,250.00.

487. On October 21, 2022, Iris Li sent an email which indicated that wire transfers had been sent from MineOne Partners LLC to CEGEN and Shermco (in amounts that covered the amounts owing related to the Campstool project). Iris also asked for a pay-link to pay the Lovas Engineering invoice online. I responded via email and provided the pay-link to the Lovas Engineering invoice. Iris then sent a confirmation email indicating the Lovas Engineering invoice had been paid. Erick Rengifo responded via email to Iris' confirmation email and said "great!!! thank you very much."
488. On October 23, 2022, I sent an email to Tyler Seno regarding the SUL. I asked if Tyler was available for a call to discuss at least ten different sections I referenced in the email.
489. On October 23, 2022, I sent an email to the MOTBO team with a payment update. As it relates to Campstool, I mentioned that \$27,923.16 was owing to BCB as a reimbursement of the Campstool Lot 1 permit fees. I also mentioned I was reviewing the Noise Impact Assessment proposal from CEGEN and that I had sent questions back to the OSLI regarding the state land lease.
490. On October 24, 2022, Erick Rengifo sent an email and directed his team to do the \$27,923.16 wire transfer to BCB (and several other non-Campstool related wires).
491. On October 24, 2022, Iris Li sent an email which confirmed that MineOne Partners LLC had initiated a \$27,923.16 wire transfer to BCB.
492. On October 24, 2022, I received an email from Tyler Seno with responses to my questions about the state land lease.
493. On October 25, 2022, Clint Downey sent an email to Bob Mestas (with Black Hills Corp) with the most up-to-date site plan (which Bob had requested via email on October 21, 2022 in order to "provide the Impedance and fault characteristics for the service points and to provide a design layout for BHEs distribution plan."
494. On October 25, 2022, I sent an email to CEGEN regarding the NIA Simplified Purchase Order and asked several questions to clarify the proposal. Shortly thereafter, Steve Morgan sent a reply email with answers to my questions.

495. On October 26, 2022, I sent an email to Steve Morgan regarding his responses the previous day on the NIA Simplified Purchase Order. I provided an attachment with a first pass at desired receiver points. I asked if there would be additional cost to MineOne if the CARC requested additional receiver points. And I asked Steve to confirm with the report preparer on the timing for an initial draft and final version of the report.
496. On October 26, 2022, I sent an email to Tyler Seno with two more follow-up questions on the SUL. Later that day I received an email response from Tyler with responses to my questions.
497. On October 26, 2022, I sent an email to Steve Morgan to verify the payment terms of the NIA Simplified Purchase Order. Steve Morgan responded via email that day with answers to my questions.
498. On October 26, 2022, I sent the Simplified Purchase Order for the Theoretical Noise Impact Assessment (TNIA) for Campstool Lot 1 to Erick Rengifo via Docusign for review and signing. I indicated that the goal of the TNIA would be to address the CARC's concerns regarding noise emanating from the MDCs at key receiver points.
- 499. On October 27, 2022, Erick Rengifo signed the Simplified Purchase Order for the Theoretical Noise Impact Assessment for Campstool Lot 1. Later that day I received an email from Steve Morgan that he had countersigned the Simplified Purchase Order and was going to set up a kick-off meeting with John to get started on the TNIA.**
500. On October 27, 2022, I received an email from Stephanie Bedinghaus with invoice NA2221-01 for her work reviewing and providing feedback for the Campstool Lot 1 site plan. Later that day, I responded to Stephanie via email and let her know we would get her invoice in the queue for payment.
501. On October 28, 2022, I received an email from Erin Fagan with a review comment letter for the site plan submitted on October 13, 2022.
502. On October 28, 2022, I received an email from Dena Alexander, paralegal for Ronald Lopez, counsel for Campstool Land Company with an attached letter indicating Campstool Lot 1 is "...is encumbered by certain Protective Covenants. Campstool Land Company is the Declarant of the Protective Covenants and as such, makes up the

Architectural Review Committee under those Covenants.” He further stated in the letter that he “...enclosed a copy of the Protective Covenants for Campstool Addition Fourth Filing and direct your specific attention to ‘Article V - Construction of Improvements,’ and hereby notify all parties concerned that there are specific requirements for approval of all building plans by the Architectural Control Committee prior to commencing any construction work. I have also enclosed the Committee's Improvement Approval Request Form for the submission of your building plans.”

- 503. On October 28, 2022, I forwarded the email (and attached letter) from Dena Alexander to Erick Rengifo and said “it appears the Volks are being proactive on this now that they know we have submitted permits and are working through the process.... At this point, I don't think a response is needed (at least not until we carefully think through next steps). Further, given that the Volks have resorted to communicating via their attorney, I think the best approach is that any response we send is done via an attorney. I am going to expedite efforts to find the best attorney for this situation.” I then asked Erick if he had any thoughts on how to proceed.**
- 504. On October 28, 2022, Erick Rengifo responded to my email with the letter from CARC and said “technically we do not need to do anything. We knew what we need and we will do that in the near future. Just ignore them and continue what we need to do with the permits, etc. Once we are ready (including the sound abatement) we then go to their committee.”**
505. On October 28, 2022, I sent an email to Bob Jensen (with Holland and Hart) to see if he might be able to recommend a particular Holland & Hart attorney with experience in real estate law (specifically zoning and association protective covenants) to assist with a project.
506. On October 30, 2022, I sent an email to Mary Tardona and Annette Stiles at Terracon to inquire if they had sent the invoice yet for the geotechnical analysis and report for Campstool Lot 1.
507. On October 30, 2022, I sent an email to the MOTBO Team with payment updates. Related to the Campstool project, I mentioned the Navona Architecture invoice (for \$675.00) and reminded them that we “engaged Navona to do a review of the YZY

parcel site plan (and provide feedback) before we submitted it to the City the second time to ensure that we had not missed anything (since we needed approval on this submission to hit the 9/30 deadline). Navona is a local architect that is familiar with submissions to the City of Cheyenne.” I also mentioned the state land lease, specifically noting that we were “waiting to hear back on one final question before signing; then working on the assignment [to MineOne].”

508. On October 31, 2022, I received an email from Annette Stile (with Terracon) with the attached invoice TH43283 for services rendered for Campstool Lot 1 in the amount of \$21,520.00. Later that day, I responded via email and let Annette know that I would get the invoice in the payment queue.
509. On October 31, 2022, I received an email from Bob Jenson in which he copied three attorneys, one of which was Marc Painter, who he said were all very qualified and experienced in real estate. Later that day, I received an email from Marc Painter with a brief explanation of his current work and relationships with relevant entities.
510. On November 1, 2022, I emailed Bob Jensen and thanked him for the introduction to the other attorneys. In that same email, I provided my availability to Marc Painter for a quick phone chat. Later that day, Marc Painter called me.
511. On November 1, 2022, I received an email from Steve Morgan requesting the identification of receiver points on the plot plan for inclusion in the TNIA.
512. On November 1, 2022, I sent an email to Tyler Seno inquiring if he had heard anything regarding how the proration on the TUP would be handled. I indicated that we wanted clarity on the TUP proration so we could move forward with signing the lease.
513. On November 1, 2022, I sent an email to the MOTBO Team with an update on payments. Related to Campstool, I mentioned the Navona Architecture invoice and provided the Quickbooks pay-link. I also mentioned that we would have two attorney options to present by the end of the week (who could help advise on the legal issues regarding the protective covenants at Campstool).
514. On November 1, 2022, I sent an email to Marc Painter with information about MineOne and BCB so he could run a conflict check. I also sent him the letter from Ronnie. I mentioned that once he cleared any potential conflicts on his end and had a

quick glance at the covenants, I would like to discuss a possible engagement between him and MineOne.

515. On November 2, 2022, I received an email from Tyler Seno indicating he had not heard anything yet on the proration of the TUP and that he advised me to contact Ben directly. I then received an email from Ben who indicated that he was waiting on confirmation from Cody to move forward with the proration plan.
516. On November 2, 2022, I received an email from Jim Lever with an attached letter from Ronnie Lopez. I responded via email to Jim and let him know that I had received the same letter, and that it confirms what we were expecting from CLC at some point during due diligence. I also provided the following update: "...we are still waiting to hear back from the City regarding our engineering and permit applications. I'm hoping the City will have its first round of review comments by the end of the week (but it could push to next week). Once we get the comments, we will address them shortly thereafter and resubmit. We are also working on the application for the Campstool Architectural Review Committee (which Campstool Land Company's attorney, Ronnie, conveniently provided in his letter - but which we already had been working on). Our plan is still to have that application submitted by December 1 (per the Addendum to the Real Estate Contract). At some point in the next 2-3 weeks, I'd like to do a phone chat with you to discuss how we are proactively planning to address potential pushback from the Campstool Architectural Review Committee in order to obtain its approval and then close our land deal with YZY." Jim Lever responded to my email and said "Thank you for the update. Interestingly, one of the members of the Architectural Committee was involved in the sale of the property, knowing the use of the property was for the development of a crypto-mining site. J Fred Volk (His Family owned the property being developed). He certainly did not throw up any obstacles at that time when he was selling the property. My discussion with J. Fred has always been centered around noise and his concern that a proper infrastructure would be proposed to limit the noise generated. How long will Black Hills Energy keep its power commitment open for you to get started?"

517. On November 2, 2022, Emory Patterson forwarded me an email from Glen Saraduke with a draft proposal for fire protection and life safety support, part of which was for the Campstool project.
518. On November 3, 2022, I received an email from Marc Painter indicating they had cleared conflicts and he would start on an engagement letter. He also documented his billing rate and that of another partner, along with the retainer requirements.
- 519. On November 3, 2022, I sent an email to the MOTBO Team with a payment update. As it relates to Campstool, I mentioned the open Navona Architecture invoice. I also mentioned that we were in discussions with two possible attorneys to assist with the CARC submission (one of which had cleared conflicts, the other we were waiting to find out).**
- 520. On November 4, 2022, Erick Rengifo sent an email and directed the team to proceed with paying the Navona Architecture invoice. On November 4, 2022, I received an email from Iris Li indicating that payment had been made on the Navona Architecture invoice.**
521. On November 4, 2022, Dave Allred (Plans Examiner with the City of Cheyenne Building Department) sent an email to Emory Patterson asking for a code study sheet on the MineOne project and to provide a civil construction drawing (submitted preliminary only).
522. On November 4, 2022, I received an email from Clint Downy with invoice INV-22-16576 for \$2,365.00 for engineering services for Campstool Lot 1.
523. On November 6, 2022, Emory Patterson forwarded the November 4, 2022 message from Dave Allred to Clint Downey and said the City of Cheyenne is looking for a code study sheet and finalized civil construction drawings.
524. On November 6, 2022, Emory Patterson sent an email to Glen Saraduke and indicated that Glen's proposal was well outside the budgeted scope.
525. On November 7, 2022, I received an email from Trudy Kiolbasa (an Engineering Development Coordinator with the City of Cheyenne) with the first review letter for the MineOne Data Center (EPR-22-00073).
526. On November 7, 2022, I sent an email to Lindsay Woznick (an attorney with Crowley Fleck). I thanked her for the phone call the previous week and provided the following

summary: “MineOne is under contract with YZY for the purchase of Lot 1 Block 4 Venture Dr, Cheyenne, WY 82007 in order to build and operate a blockchain modular data center facility. As part of its due diligence, MineOne is in the process of receiving approved site plans, engineering plans, and permits from the City of Cheyenne (which we expect by mid to late November). Upon those approvals, MineOne will submit an application to the Campstool Architectural Review Committee ("CARC") (which is controlled by Campstool Land Company) no later than December 1 (which is a milestone date in the land purchase agreement between MineOne and YZY). MineOne is seeking (1) legal counsel regarding its rights to use the land (zoned Heavy Industrial) for its desired purpose, (2) legal representation in its dealings with CARC (who has been adversarial in all dealings to date), and (3) legal counsel as to its options if CARC does not approve its application.” I provided her with information to clear conflicts, as well as the letter from Ronnie Lopez.

527. On November 8, 2022, I sent an email to Rick Swanson, Clint Downey, and Chris Lovas with the comments from the City on the (a) revised site plan and (b) EPR. I said I wanted to schedule time with the City Engineer and the three of them to review the comments in order to know what was needed for the next submission. Regarding timing, I said “Time is of the essence here as our approval deadline (per the contract with YZY) from the City is November 15. I'm not sure if we will be able to meet that now...but at a minimum, I'd like to target our response submission to the City by 11/11 (with 11/14 being the very latest). That will at least show YZY that we are being proactive and making progress (and I'll figure out any contractual issues that may come up due to not having acceptance by 11/15).” Shortly after sending this email, I spoke with the City, got their availability, and sent another email to Rick, Clint, and Chris with the proposed time.
528. On November 8, 2022, I sent an email to Steve Morgan to determine if the received points I provided in My October 26, 2022 email would work, and if there was going to be a kick-off call with John. Later that day, Steve responded to my email, saying my original email had been buried in his email and he has now forwarded my email to John.

529. On November 8, 2022, I sent an email to Benjamin Peterson to see if he had received confirmation from Cody regarding the proration of the TUP.
530. **On November 8, 2022, I sent an email to the MOTBO Team with an update on many aspects of the overall project. As it relates to Campstool, I said the following: (a) We had advised Shermco to provide additional support/detail on their invoices, so those invoices were not ready for payment yet, (b) the state land lease was waiting for confirmation of TUP proration and would then be signed, (c) we had spoken to two possible attorneys to assist with the CARC submission and we'd be providing details later in the week for MineOne to consider and make a decision, and (d) there was an upcoming \$50,000.00 earnest money payment coming up the week of November 14, 2022 for Campstool Lot 1.**
531. On November 9, 2022, I received an email from Lindsay Woznick indicating that conflicts had cleared and she was going to pull in Dallas Lain. She said that we could schedule a call to discuss a proposed plan and estimated cost after she spoke with Dallas.
532. On November 9, 2022, I received an email from Benjamin Peterson that said Benjamin spoke with Cody about the TUP proration and Cody wanted to speak with the Deputy Director about it in an upcoming meeting.
533. On November 9, 2022, I attended a call to discuss the City of Cheyenne's comments to the EPR submission provided on October 13, 2022. Other participants included Chris Lovas, Clint Downey, Mark Aldrich, Rick Swanson, Emory Patterson, and several representatives of the City of Cheyenne.
534. On November 9, 2022, I received an email from Trudy Kiolbasa with the contact info for Antony Pomerleau (the Deputy Chief Building Official for the City of Cheyenne).
535. On November 9, 2022, I received an email from Chris Lovas that indicated he needed to know if we were planning to install the fire hydrant along the western side of the lot and how big of irrigation tap was needed for the landscape irrigation design.
536. On November 10, 2022, I sent an email to Chris Lovas, Rick Swanson, and Clint Downey and Mark Aldrich. I responded to Chris Lovas' earlier questions, I asked Rick if he had any questions on the items he needed to address, and I asked Clint/Mark if Shermco needed to do anything for this round of revisions. Later that day, I sent them

another email to schedule a meeting with them (in order to keep moving to hit the next deadline).

537. On November 10, 2022, I received an email from Dallas Lain to schedule a call to discuss her questions regarding Campstool Lot 1.
538. On November 10, 2022, I received an email from Trudy Kiolbasa with meeting minutes from the November 9, 2022 meeting to discuss the City's EPR comments. The meeting minutes indicated that comments were discussed from the following departments: BOPU, Planning and Development, and Engineering. There were also some general process notes.
539. On November 10, 2022, I received an email from Clint Downey with invoice INV-22-16576 for \$2,365.00 for Campstool engineering service for 10/17-10/30. Clint said the invoiced amount was the same as the last time he sent it, but now there were added notes on each line item per my request.
540. On November 10, I spoke with Dallas Lain regarding Campstool zoning and protective covenants. After that call, she sent me an email and provided this summary of next steps: "(1) You will get MineOne's approval for the engagement of Crowley Fleck. An engagement letter is attached, please let us know if you have any questions or concerns. We are not requiring a retainer at the outset, however, we may need to do that if the matter ends up becoming contentious. If the engagement letter is acceptable, please have MineOne sign and return a copy to us. (2) You will send us the purchase/sale agreement and copies of the correspondence with the City regarding the City's approval of the plans and use for our background/context. (3) MineOne/BCB will be submitting updated documents to the City on Monday, with anticipated approval by the City on November 30th. (4) You will communicate and coordinate with the seller about extending the deadline of 11/15 for approval by the City and don't require our assistance with that. (5) The deadline in the purchase agreement to submit an application to the CARC is December 1. We will prepare a cover letter to transmit the application and the anticipated City approvals to CARC's counsel, Ronnie Lopez on that date. Between now and the 30th, we will work on that draft with MineOne and any research we need to do in order to be prepared to discuss any objections or denial of the application with the CARC."

- 541. On November 11, 2022, I sent an email to the MOTBO Team with several updates. As it relates to Campstool, I indicated (a) we had received updated invoices from Shermco and would submit those to MineOne after we reviewed them, (b) regarding the state land lease we were “waiting to confirm the TUP pro-rotation and will then sign the lease” and “if pro-rotation is not determined soon, we will move forward with signing the lease (since we need it locked in before submitting to CARC), and then sort out the pro-rotation later,” (c) regarding the attorney for the CARC submission, we had two attorneys for MineOne to consider engaging (and I listed information about each attorney, including rates, and Lindsey Woznick’s estimate for the project up through submission to the CARC), and (d) the \$50,000.00 earnest money deposit for Campstool Lot 1 was coming up the week of November 14.**
542. On November 11, 2022, I sent an email to Marc Painter and requested he provide a rough cost estimate for all of the work up to the submission of the application to the CARC. Later that day, Marc responded with a guess on the range.
543. On November 12, 2022, I received an email from Chris Lovas indicating that BOPU had answered some questions for him. He also said it might be worth a phone call with the planning department to discuss landscaping in a particular area. Chris also said “Michael, you mentioned during our meeting on Thursday that you’re going to try change the approval date in your contract to the end of the month. Note that it is rare the City will approve after a single round of comments. Even if we address all of the comments they’ve given us, they typically find at least a few things to comment on during a second round. Just wanted to give you a heads up.”
544. On November 12, 2022, I received an email from Chris Lovas indicating that we would now need to do water design, water modeling and an engineering design report for the DEQ/BOPU review (which we had not included in his original proposal). He inquired if he needed to submit a new contract for approval and signature if he could add a line item to his next invoice. He quoted \$2,500.00 for this extra work.
- 545. On November 12, 2022, I sent an email to Erick Rengifo which contained a draft email for Jim Lever that I wanted Erick Rengifo to review. I also wanted Erick to confirm that he was okay with sending the next \$50,000.00 earnest money deposit**

on November 14, 2022 (which was the day before the targeted milestone date, even though we didn't expect EPR and building permit approval for several more weeks. Erick sent me a reply email that said "A couple of questions here: the money should be returned in case the Volks do not accept the proposal, correct? What if EPR and building permit are not obtained? The email to Jim is ok." Later that day, I responded via email to Erick and said "We have until Dec 30 (which is the end of the due diligence period) to cancel the YZY purchase contract for any reason and get all the earnest money back. If we haven't obtained all of the approvals by Dec 30 (updated site plan, EPR, building permits, CARC/Volk), we can either (a) cancel the contract and get the earnest money back or (b) attempt to negotiate for a longer due diligence period (which I'm hoping YZY would be open to given all of the work/money put into this process and because MineOne is YZY's best shot at selling the land right now at this price)." The next day, Erick Rengifo responded via email and said "Ok Sounds good Please let's continue with the state land lease also". I then responded to Erick's email and said "yes, we will push ahead this week on the state land lease. Here are the next several steps with that: (1) I will sign two copies of the lease and send them to the OSLI (per the OSLI requirements) (2) I will send a \$5,000 check (which is due Dec 1) for the first year's rent (3) We'll follow up with the OSLI to make sure we have a counter signature on the lease before we submit our application to CARC (4) We'll follow up with the OSLI to sort out the pro-ration of funds paid for the TUP and the offset to future amounts owed under the SUL. The OSLI has told us this may take another 3-4 weeks. **(5) Once we have the TUP/SUL payments sorted out, we will begin the process of assigning the SUL to MineOne.**"

546. On November 13, 2022, I sent an email to Jim Lever that stated:

"Hi Jim, checking in with another update on the due diligence milestones in the Addendum to the Contract to Buy and Sell Real Estate:

We received the first review letter from the City last Monday 11/7 (regarding our EPR submission from 10/14). We met with the City on Wednesday 11/9 with our team of engineers to discuss the City's comments. We are planning to submit our revised EPR and Site Plan on Monday 11/14 (but it may get pushed back to 11/15). Based on

submitting by 11/15, the City has informed us that we will hear back from them (with either approval or a second round of comments) by 11/30. One of our engineers (who has done a lot of work with the City on other projects) has advised us it is typical that the City will provide a second round of comments even if we address all of the comments from the first review letter. So we'll have to wait and see if that happens. After our EPR (and revised Site Plan) are approved, then we will be eligible for approval on the building permits we submitted on 10/14. We are waiting to hear back from the City on how long that permit approval will take after approval of the EPR and Site Plan.

As you know, the Addendum indicates we are targeting 11/15 for our building permit approval. Even with submitting our revisions to the City in less than a week after receiving the City's comments, we are going to miss that milestone date (given the long review periods by the City). As an act of good faith towards the contract with YZY - and as further evidence of MineOne's commitment to performing all due diligence milestones as expeditiously as possible, MineOne will provide the \$50,000 of earnest money scheduled for 11/15 even though it does not have the permit approval from the City.

Additionally, we will be working the next two weeks on the application for the Campstool Architectural Review Committee (CARC). That way, we will be ready to submit that application as soon as we have approval on the building permits (which is conditioned on the approval of the EPR and Site Plan). Realistically, that submission will take place after the milestone date of 12/1 (since we need to have the permits approved before submitting to the CARC)...but we hope to submit as close to 12/1 as possible.

Regarding your question about how long BHE will keep its power commitment open to MineOne, I will need to get approval from both MineOne and BHE to share those specific details (as that is a confidential term in the PPA). However, I can tell you, anecdotally, that BHE has been very supportive of our efforts to secure land close to the substation and it seems as though they will continue to keep the commitment open as long as we are making progress to secure land (which we are currently doing as indicated above in this email).

Lastly, thanks for the info regarding your experience with JFred. When we were under contract earlier this year for the adjacent parcel, we had multiple calls with JFred, and in-person meeting with JFred, and a video call with JFred, Jim Volk, John Volk, and Mick Powers (the latter three being members of the Campstool Land Company and the CARC). They were not easy to work with on that deal (which ultimately they forced us out of). Given that prior experience with the Volks, we have been taking extra steps on our current deal with YZY to be prepared to address the Volk's concerns:

- (1) MineOne has invested an extra \$1M+ in a custom modular data center design (compared to the original off-the-shelf design it had originally planned to use) that is insulated and specifically designed to attenuate sound.
- (2) We had to perform a preliminary sound study for the City when submitting our site plan back in August to determine if a conditional use approval would be required. The City's threshold for a conditional use approval is 65 dB at any property line. Based on our site plan and custom modular data center design, the preliminary sound study showed our highest sound level being 48.4 dB (at the north property line), and as such, the City did not require a conditional use approval.
- (3) In order to bolster the data from our preliminary sound study, we have engaged an acoustical engineer to perform a theoretical noise impact assessment (TNIA), which he will stamp with his engineer's license. We plan on submitting this TNIA to the CARC with our application to provide further evidence our project is within the dB levels allowed for land zoned Heavy Industrial.

I will give you a call Monday or Tuesday to touch base and answer any questions you might have. I'll also confirm with you when we submit our revised EPR and Site Plan and wire the next tranche of earnest money.”

547. On November 13, 2022, I sent an email to Erick Rengifo as a refresher on key contractual dates with BHE. In that email, I said:

“Two other contractual dates to be aware of as it relates to Campstool...

- (1) Campstool Option: MineOne must let BHE know no later than 180 days after the BCIS agreement effective date if it wants to add service for Campstool. The effective date of the BCIS agreement is June 8, 2022. 180 days after that is December 6, 2022.

We will NOT know by this date if CARC will approve our application. As such, we will need to ask for an extension of this date from BHE.

(2) After MineOne provides notice to BHE that it wants to exercise the Campstool option, BHE has 150 days to furnish its facilities at Campstool. We're not sure if BHE will need the full 150 days. We will follow up on this to determine how much time they will need (based on the construction work required and the availability of supplies).”

548. On November 13, 2022, I sent an email to Chris Lovas and Rick Swanson to coordinate the next round of updates to the site plan and EPR.

**MINEONE DIRECTS BCB TO ENGAGE CROWLEY FLECK TO REPRESENT
MINEONE WITH ITS SUBMISSION TO THE CARC;
BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1;
MINEONE CONTINUES PAYING VENDOR INVOICES**

549. On November 13, 2022, I sent an email to the MOTBO Team with updates and action items for the coming week. As it relates to Campstool, I mentioned the following:

- An additional \$50,000.00 earnest money deposit to First American title was due on 11/14. “All earnest money for the YZY parcel is refundable for any reason (i.e. unable to get approval from CARC) as long as we provide notice before December 30.”
- We had reviewed the Shermco-provided updates to its invoices for services provided 10/24-10/30 and expected those to be finalized in the current week (so MineOne should be ready to make payment later in the week).
- Payment for Terracon invoice TH43283 for \$21,520.00 (for geotechnical testing/report) was due on 11/16.
- Regarding the state land lease, I directed them to my 11/13 email to Erick. I said “The goal is to finalize the signatures this week and then work with the state after that to address the pro-ration of the amount paid for the TUP.”
- Regarding the EPR and Site Plan revisions and update for Jim Lever, I said “we expect to have the revisions completed by Lovas and Swanson by Tuesday 11/15 at the latest, and will submit to the City shortly thereafter. We emailed Jim Lever

on Sunday 11/13 with an update and will be following up on the phone on Monday 11/14.”

- Regarding the attorney for CARC submission, I said the following (based on earlier directions from MineOne): “We will request an engagement letter from Lindsay Woznick (for Erick to sign). We will also start providing them with important documents that are relevant to the CARC submission (YZY purchase contract, submissions and approvals from City, etc). We will let them know the budget is \$10k to complete the upfront work (review protective covenants, applicable UDC language, draft cover letter for CARC submission, and explain position to Campstool Land Company counsel), and if it is going to cost more, then they need to receive approval from MineOne.”

550. **On November 14, 2022, Erick Rengifo responded to my email with a refresher on key contract dates with BHE. Regarding needing an extension of the deadline for exercising the Campstool Option, Erick said “WE MUST DO THIS. WE NEED TO TIME WHEN WE ASK FOR THIS, SINCE WE DO NOT WANT TO NEGOTIATE THE COLORADO PRICE AND THIS AT THE SAME TIME. WE SHOULD HAVE CAMPSTOOL ACCEPTED FIRST AND THEN MOVE TO THE 25MW' PRICE. QUESTION, WHEN WE CAN START MOVING THIS REQUEST? DO WE NEED TO WAIT UNTIL DEC 6? WE SHOULD ASK FOR AN ADDITIONAL 180 DAYS.”**

551. **On November 14, 2022, Erick Rengifo sent an email and indicated that MOTBO team should proceed with paying the \$50,000.00 earnest money deposit to First American Title on Tuesday 11/15 or Wednesday 11/16 (once they receive the funds).**

552. On November 14, 2022, Antony Pomerleau sent an email to Emory Patterson in response to an email had sent on November 10, 2022, in which Emory mentioned we had questions regarding permits for Campstool Lot 1. Emory responded via email later that day and asked “If we gain approval of both EPR and site plan, is there an additional submittal or steps for the building permit approval, or is the building permit issued simultaneously upon approval of EPR and site plan?” Antony responded via

email to Emory and said it would be better to have a phone conversation than responding to his email.

- 553. On November 14, 2022, Chris Lovas sent an email to Rick Swanson, which noted several changes to the fire line plan and profile.
- 554. On November 14, 2022, Emory Patterson forwarded an email to Chris Lovas with David Allred's request for the stamped copy of the civil plans.
- 555. On November 14, 2022, Chris Lovas sent an email to Rick Swanson with an updated C7 with the detention pond easement.
- 556. On November 14, 2022, Antony Pomerleau sent an email to Emory Patterson with information as to the processes for building permits. Among other things, he mentioned that "building permits are a separate process from site plans and engineering plan reviews (EPR's)" and "we will continue to review the permit once we receive a response to our request for more information (i.e. code study) but will not issue the permit until site plan and EPR are complete."
- 557. On November 14, 2022, Rick Swanson sent an email with the updated site plan and a response letter to City of Cheyenne staff comments.
- 558. On November 15, 2022, Chris Lovas sent an email with the EPR response letter, updated Civil CDs (including Rick's updated site plan) and an updated drainage report.
- 559. On November 15, 2022, Emory Patterson sent an email to David Allred with a sealed copy of the Campstool Lot 1 civil drawings for his review and records. Emory also said he would submit those documents through the EPR resubmittal link.
- 560. On November 15, 2022, I received an email from Dallas Lain following up on the engagement letter. She also requested the information from the city that I had talked to her about. I responded to Dallas' email and said I would get back to her later in the day as we were hustling to get the EPR resubmission and site plan resubmission completed.
- 561. On November 15, 2022, I received an email from Chris Lovas with the updated civil plans and Rick's updated site plan inserted.

**BCB SUBMITS UPDATED ENGINEERING PLAN REVIEW (EPR)
AND UPDATED SITE PLAN**

562. On November 15, 2022, Emory Patterson completed the EPR re-submittal and the site plan re-submittal via the City of Cheyenne's online portal. Emory then sent an email to Erin Fagan and Nick Medina with all of the re-submittal documents.

BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1

563. On November 15, 2023, I sent a Docusign request to Erick Rengifo for the Crowley Fleck engagement letter. I informed him that I was "about to send an email to Crowley Fleck letting them know we have a \$10,000 cap on their services and that they need approval to go over that number."
564. On November 15, 2022, I sent an email to Dallas Lain to let her know I had reviewed the engagement letter and sent it to MineOne for signature. I also provided a few updates/clarifications on next steps, including that MineOne wanted to keep billings from Crowley Fleck under \$10,000.00 for this engagement (assuming approval from CARC on the first submission).
565. On November 16, 2022, I sent an email to the MOTBO Team with several updates, including the following items relates to Campstool:
- An additional \$50,000.000 earnest money deposit is due to First American Title
 - Payment for Terracon invoice TH43283 for \$21,520.00 (for geotechnical testing/report) was due on 11/16.
 - We signed and sent the state land lease to OS LI. We are planning to get the countersigned version this week. Then we will follow-up to sort out the pro-ration of the TUP payment.
 - We completed the EPR and site plan revisions and submitted them both to the City.
 - Regarding the attorney for CARC submission, we sent the engagement letter to Erick for signing, provided them with important documents to review, and let them know the budget is \$10k for this initial work (and if it will take more work over that, they need approval from MineOne).

566. On November 16, 2022, I sent an email to Steve Morgan and asked how things were coming on the TNIA and if things were far enough along to do a call with John. Steve Morgain responded via email and said that results would be in this week.
567. On November 16, 2022, I sent an email to Tyler Seno and Benjamin Peterson. I informed that in order to keep progress going, we had sent two signed copies of the SUL to Tyler (which should have been delivered on 11/15). I asked Tyler when he thought Director Scoggin would countersign. I said I would give Cody a call later in the week to discuss the proposed allocation of the unused TUP payments toward the SUL. Tyler responded via email and said that he was sure Director Scoggin would sign by the end of the week.
568. On November 16, 2022, I received an email from Dallas Lain in which she said that she thought the \$10,000.00 would be sufficient (for the first phase of work).
569. On November 16, 2022, Valerie Pickard sent an email indicating that the site plan resubmittal for Campstool Lot 1 had been received and that we would have comments or approval by November 23, 2022.
570. On November 16, 2022, Trudy Kiolbasa sent an email indicating that the EPR resubmittal for Campstool Lot 1 had been received and that the next review was scheduled for November 30, 2022.
571. On November 16, 2022, I sent an email to Erick Rengifo regarding payments needing attention that day or the next day. I noted that none of them were “required/due” on those days. As it relates to Campstool, those payments were (a) the \$50,000.00 earnest money deposit and (b) the \$21,520.00 for Terracon.

**BCB EXECUTES SPECIAL USE LEASE (SUL) FOR STATE LAND ADJACENT TO
CAMPSTOOL BUSINESS PARK AND CLFPC SUBSTATION**

572. On November 17, 2022, I received an email from Tyler Seno with the fully executed SUL.

BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1
(INCLUDING THEORETICAL NOISE IMPACT ASSESSMENT);
MINEONE CONTINUES PAYING VENDOR INVOICES

573. On November 17, 2022, I sent an email to the MOTBO Team with another round of updates. As it relates to Campstool, I inquired if the \$50,000.00 earnest money deposit had been made with First American Title and/or if the \$21,520.00 payment had been made to Terracon. I indicated that \$2,365.00 was due to Shermco for engineering work at Campstool for services provided 10/24-10/30. I also indicated that the state land lease was signed (and we were following up on the proration of the TUP) and we had sent the “CARC submission” attorney engagement letter to Erick for review and signing.
574. On November 18, 2022, I received an email from Iris Li that indicated MineOne Partners had sent a \$50,000.00 wire transfer to First American Title and a \$21,520.00 wire transfer to Terracon.
575. On November 18, 2022, I received an email from Clint Downy with invoice INV-22-17239 in the amount of \$1,364.00 for engineering services at Campstool from 11/1-11/10.
576. On November 18, 2022, I received an email from Steve Morgan in which he said he would be working with John Sarsu on the TNIA for Campstool that afternoon.
577. On November 20, 2022, I sent an email to the MOTBO Team with updates. Related to the Campstool project, those updates included:
- Shermco was owed \$2,365.00 for engineering services for Campstool for work performed 10/24/-10/30.
 - We were following up with the OSLI to discuss the proportion of the TUP
 - We would be contacting the CARC submission attorney to see if they would include the \$10,000.00 cap in the engagement letter. Also, were were staring work on the CARC application this week.
578. On November 22, 2022, I received an email from Iris Li which indicated that MineOne Partners LLC had sent a wire transfer to Shermco in the amount of \$84,032.08 (which based on that number quoted in my previous emails, included the \$2,365.00 for engineering services at Campstool for 10/24-10/30).

579. On November 22, 2022, I sent an email to Shermco to inform them of the \$84,032.08 wire transfer from MineOne, and I specified that \$2,365.00 of the total amount was for Campstool Engineering.
580. On November 27, 2022, I sent an email to the MOTBO Team with an update. The following updates in the email were related to Campstool:
- Shermco - Campstool engineering invoice 22-17239 for \$1,364.00 for services provided 10/31-11/13
 - Crowley Fleck payment of approx \$10k in December for initial work on CARC submission
 - BCB working with BHE on an extension for the Campstool option
 - BCB to follow up with the OSLI to discuss the proration of the TUP payment
 - CARC submission and update for YZY and Jim Lever - I would be sending an official update to Jim Lever (with earnest money deposit receipt and EPR and site plan receipts this week).
 - CARC submission - we will be contacting the attorney to see if they will include the \$10,000.00 cap in the engagement letter. We are also starting work on the CARC application this week.
581. On November 28, 2022, I sent an email to Dallas Lain requesting her to call me. I also asked to see where things were at regarding the \$10,000.00 budget. And I said that MineOne has asked that a reference to the \$10,000.00 cap be included in the engagement letter (after which, MineOne would sign the engagement letter).
582. On November 28, 2022, I received an email from Dallas Lain which included an engagement letter with language referencing the \$10,000.00 budget. She said she would keep me apprised of where we were at in that budget, and the current work in progress total is about \$4,500.00. She also said that they "...have done substantial research identifying the parameters of the ability of an ACC to refuse approval of plans, and have a letter to the ACC roughly drafted" and that she would get me a draft for review by the next morning.
583. On November 28, 2022, I received an email from Steve Morgan with the TNIA for the Campstool site. Later that day, I sent an email response to Steve asking if he was

available the next day to discuss the TNIA. I also requested he send the \$6,000.00 invoice for the TNIA.

584. On November 29, 2022, I received an email from Xenia D'Souza with the invoice for the TNIA for Campstool.

THROUGH BCB'S EFFORTS AND COORDINATION OF MINEONE'S VENDORS,
MINEONE RECEIVES APPROVAL OF ITS UPDATED SITE PLAN;
BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1
(INCLUDING THEORETICAL NOISE IMPACT ASSESSMENT);
MINEONE CONTINUES SIGNING AGREEMENTS WITH VENDORS AND
PAYING VENDOR INVOICES

585. On November 29, 2022, I received an email from Connor White (Planner II with the Planning and Development Department of City of Cheyenne) with the Revised Certificate of Review for Campstool Lot 1 site plan attached thereto.
586. On November 29, 2022, I sent an email to Steve Morgan regarding the TNIA for Campstool, documenting a list of items we had discussed on the phone and a few others I noted when I did my full review. The list included 19 bullet points that needed to be addressed/updated.
587. On November 29, 2022, I sent an email to Dallas Lain. I provided an update on the timeline and let her know the earliest we'd be able to submit to the CARC is now around December 10, 2022 (not December 1), which means she would have more time to draft her letter.
588. On November 29, 2022, I sent an email to CLFPC and inquired how things were coming with an amendment for extending the Campstool option. I said that I believed the deadline was December 5, 2022 and that we'd like to have a signed amendment in place before then.
589. On November 29, 2022, I sent an email to the MOTBO Team with an update. The items related to Campstool in that update were as follows:
- We needed to review Shermco's invoices with them, including the Campstool engineering (invoice 22-17239) for \$1,364.00.

- We had sent an email to BHE regarding the extension for the Campstool Option (in the Revised BCIS Agreement).
- We would be following up with the OSLI to discuss proration of the TUP payment.
- We would be sending an official update to Jim Lever (with earnest money deposit receipt and EPR and Site Plan receipts) later in the week.
- The attorney provided the \$10k cap in the engagement letter and we had sent it to Erick for signing.
- Additional updates related to Campstool:
 - i. “We received approval from the City today on the revised site plan (and loaded it to google drive).
 - ii. We spoke with the City Engineering department today and were told that BOPU will provide another round of comments to our EPR by Wed/Thurs of this week. This means we will have to make additional updates and submit for another review (however, we were told this next review should only take one week rather than the three weeks our first two reviews have taken).
 - iii. We heard from the City Building department last week that they have reviewed our permit applications and will issue our permits within 1-2 days after our site plan and EPR are approved.
 - iv. We received a draft of the Theoretical Noise Impact Assessment from the Acoustical Engineer. We've requested some final changes before they stamp/seal the report.
 - v. The attorney has been researching the Protective Covenants and is nearly done with a draft of our application cover letter.
 - vi. Later this week, when I reach out to Jim Lever, I will start a discussion about extending the real estate purchase agreement's due diligence period (since we are now running about 2 weeks behind our originally contemplated timeline for submission to CARC due to the extra round of review on the EPR).”

590. On November 30, 2022, I received an email from Sarah Bockelmann from CLFPC that indicated they were “meeting with Todd Brink this afternoon on contract revisions” (which was in reference to the Campstool Option in the BCIS Agreement).
591. On December 1, 2022, Emory Patterson sent an email to Chris Lovas and let him know he “had a quick conversation with Trudy at the City of Cheyenne Engineering Dept and she indicated that BOPU did have some additional review comments that they are asking to be addressed and resubmitted before final EPR approval. We have received our COR for the updated site plan, Building Dept has indicated they are ready to issue a building permit, and EPR otherwise is being conditionally approved with the exception of BOPU comments. I just wanted to give you a heads up that we may be receiving these comments today or tomorrow and would be sending them your way.”
592. On December 2, 2022, I sent an email to the MOTBO Team with several updates. As it relates to Campstool, I mentioned:
- We needed to review Shermco’s invoices with them, including the Campstool engineering (invoice 22-17239) for \$1,364.00.
 - \$6,000.00 is due to CEGEN on Monday 12/5 for the TNIA. We received a draft of the CNIA and CEGEN is making some minor revisions based on our feedback.
 - Regarding the extension for the Campstool option, we requested six months and BHE will get back to us on Friday if that is acceptable. Also, I asked if MineOne is okay if the extension is documented via a signed letter from BHE, or would MineOne prefer a signed amendment. If there is a signed amendment, then that would likely have to get filed with the PSC (so BHE was thinking it would be easier to do the signed letter).
593. On December 2, 2022, Trudy Kiolbasa sent an email, per a phone conversation with Emory Patterson, with the BOPU markups for the Campstool EPR. Emory then forwarded the BOPU markups to Chris Lovas and the Shermco team.
594. On December 5, 2022, I sent an email update to the MOTBO Team. The updates relating to Campstool were (a) the \$6,000.00 payment to CEGEN that week for the TNIA and (b) the \$1,364.00 still owing to Shermco for Campstool engineering services (but which was waiting on use to do another review with Shermco).

595. On December 5, 2022, I received an email from Aaron Carr asking if MineOne had a preference on a side letter or an amendment to the BCIS Agreement for extending the Campstool option. I responded via email to Aaron and said that MineOne is okay with a side letter as long as it is binding and provides them with the same level of legal standing for the extension as does an amendment. I asked if he had confirmed if extending six months is acceptable to BHE. I also mentioned that the deadline for the Campstool option was the current day, and asked if he thought we could have this wrapped up by the end of day. Aaron responded to my email and said it was doubtful that it would be completed by the end of the day. He said "We do agree that we will grant a 6 month extension however and will work to get this into a binding agreement as soon as possible."
596. On December 6, 2022, I received an email from Aaron Carr and he asked me if Erick would be the signer on behalf of MineOne (for the side letter Campstool option extension). I responded via email and confirmed that Erick would be signing.
597. On December 6, 2022, Emory Patterson sent an email to Chris Lovas to see if he had access to the BOPU comments and if he would be able to address them so we could resubmit this week.
598. On December 6, 2022, Emory Patterson sent an email to Trudy Kiolbasa to determine if there were any official review comments. Trudy responded via email and provided an unsigned letter. She said the only changes needed are the ones for BOPU.
599. On December 6, 2022, Aaron Carr sent an email to Erick Rengifo with a letter extending the Campstool Option period under the BCIS Agreement. Aaron said "We look forward to seeing this option exercised!"
600. On December 7, 2022, I sent an email to the MOTBO Team with an update. Related to Campstool, I noted the following:
- Shermco's Campstool engineering invoice 22-17239 for \$1,364.00 was ready for payment. I also noted the total amount owing to CEGEN that was ready for payment (which included items related to North Range) was \$209,309.54.
 - CEGEN's \$6,000.00 was ready for payment this week (or early next week). We have a draft of the sound study and are waiting for a few final updates for it to be final and sealed/stamped.

- The six month Campstool Option letter was ready for Erick to sign. I asked Erick if he wanted me to send it to him via Docusign.
- The Crowley Fleck engagement letter (for their services assisting with the submission to the CARC) was sent to Erick via docusign.

601. On December 7, 2022, Erick Rengifo sent an email and said “HI team, could you please make the following wire transfers: (2) Shermco - \$209,309.54”

602. On December 7, 2022, Iris Li sent an email and confirmed that MineOne Partners LLC had wired \$209,309.54 to Shermco.

603. On December 7, 2022, I received an email from Xenia D’Souza with a revised TNIA for me to review.

604. On December 8, 2022, I sent the Campstool Option extension letter from BHE to Erick for signing through Docusign.

605. On December 8, 2022, I received an email from Chris Lovas with the updated civil CDs for the EPR resubmittal for Campstool Lot 1. He asked if Emory Patterson or I would resubmit the plans or if we’d like him to resubmit the plans. He said “they should now Green Stamp (approve) this plan set.” Emory responded via email and directed Chris to resubmit the plans. Later that day Chris sent an email which confirmed he resubmitted the plans. Chris then forwarded the submission receipt email from the City to me. I responded to Chris via email and asked him to send me all the documents he had submitted to the City so I could file those online for MineOne.

606. On December 9, 2022, I sent an email to the MOTBO Team with several updates. As it relates to Campstool, I mentioned that \$6,000.00 was due to CEGEN for the Campstool TNIA after Erick's approval (and that the work was done and CEGEN has sent an invoice).

607. On December 9, 2022, Erick Rengifo sent an email and instructed the team to pay the \$6,000.00 to CEGEN for the Campstool TNIA. Later that day, Iris Li sent an email and confirmed that MineOne Partners LLC had sent a wire transfer to CEGEN for \$6,000.00.

608. On December 9, 2022, I received an email from Trudy Kiolbasa with the City’s EPR review letter dated November 29, 2022. Trudy apologized that the letter was so late.

609. On December 9, 2022, I sent an email to Trudy Kiolbasa to confirm that she received the EPR resubmittal from Chris Lovas the previous day. I asked her when she thought the review of the remaining items would take place. Trudy responded later that day and said the resubmittal had been received and that BOPU will have one week for review.
- 610. On December 9, 2022, I received an email from Chris Lovas with the files he had submitted to the City on December 8, 2022.**
- 611. On December 12, 2022, I sent an email to the MOTBO Team with an update. Related to Campstool, I reminded Erick Rengifo that the Campstool option extension letter was sent to him the previous week for signing. Later that day, Erick Rengifo signed the Campstool Option extension letter.**
612. On December 12, 2022, I sent an email to Aaron Carr and provided the signed acknowledgement of the Campstool Option extension letter from Erick Rengifo.
613. On December 12, 2022, I sent an email to Xenia D'Souza regarding the Campstool TNIA and indicated that CEGEN needed to address two unaddressed items I had previously identified. I provided additional information about each item as well.
614. On December 13, 2022, I received an email from Xenia D'Souza responding to my requests to address the remaining two items in the Campstool TNIA.
615. On December 15, 2022, I received an email from Xenia D'Souza requesting a .dxf file, which was needed for one of the updates to the Campstool TNIA. Later that day, I sent an email to Clint Downey, Rick Swanson, and Chris Lovas to see if any of them had the .dxf file. Later that day, Chris Lovas sent an email with the .dxf file attached.
616. On December 17, 2022, I sent an email to Trudy Kiolbasa to see if BOPU had reviewed the most recent submission and if/when we'd receive approval and/or additional feedback.
617. On December 19, 2022, I sent an email to Xenia D'Souza regarding the Campstool TNIA to confirm that the map data and table data will be roughly the same after the updating the placement of the MDCs based on the .dxf file.
618. On December 19, 2022, I received an email from Trudy Kiolbasa which said "here is the following comment from BOPU: Sheet FH1 - on profile, update existing 8" main to 12" main. Can verify edit on signature set." Trudy then said "Please correct and resubmit the civil docs. They can then be sent to DocuSign for approval and

signatures.” Later that day, I sent an email to Chris Lovas and asked him to make the update and resubmit. Chris then responded to me via email and said he would make the change the following day. I then emailed Chris and asked him to send us the submission document(s) and the receipt (if one is provided to him) when he does the resubmission via the City’s portal.

619. On December 20, 2022, I sent an email to Dallas Lain to ask how things were coming along with the letter for the CARC and if she had a draft ready for me to review.

620. On December 20, 2022, I received an email from Chris Lovas with invoice 22137-1059 in the amount of \$2,035.00 for work performed in November 2022 related to water line design for Campstool Lot 1.

621. On December 20, 2022, Chris Lovas sent an email to Trudy Kiolbasa and informed her that he had uploaded the updated Civil EPR through the resubmittal portal. Chris Lovas then forwarded me an email with the resubmission receipt attached. He also sent me an email that said he would send me the stamped copy of the plans as soon as the City signs and green stamps them.

622. On December 20, 2022, I sent an email to Jim Lever (with Erick Rengifo cc’ed) with an update. That email said the following:

“Hi Jim, following up to our phone call last week regarding MineOne’s due diligence progress and due diligence extension request.

Here’s what has happened since my most recent status email on November 13, 2022:

- 11/15/22 - MineOne submitted to the City its (a) second round EPR and (b) revised site plan.
- 11/18/22 - First American Title confirmed receipt of MineOne’s next \$50,000 earnest money deposit (note: this deposit wasn’t due until the EPR approval, but the deposit was made early in good faith as the target date for EPR approval in the contract addendum is 11/15/22). Total earnest money held by First American Title is now \$150,000 (see attached deposit summary).
- 11/29/22 - MineOne received from the City a Revised Certificate of Review (i.e site plan approval) for its revised site plan submitted 11/15/22.
- 12/2/22 - MineOne received from the City a preliminary second round response to its EPR (which was followed up with formal feedback on 12/9/22).

- 12/8/22 - Based on the preliminary second round feedback from the City, MineOne submitted its third round EPR.
- 12/12/22 - Black Hills Energy granted an extension of time to MineOne for power availability at the Campstool location (based on MineOne's progress on due diligence).
- 12/19/22 - MineOne received from the City preliminary approval on its EPR. Final approval is pending the update of a single item on the civil plans requested by BOPU (to make it consistent with other parts of the civil plans).
- 12/20/22 - MineOne submitted a fourth round EPR with the update requested by BOPU.

Now that MineOne's final update to the EPR was submitted, the City's Engineering Development Coordinator told me today that she will be distributing the EPR to the three approval signatories first thing on Wednesday 12/21. She thinks there is a chance they could all sign on Wednesday 12/21, however, she is unsure of their availability this week given the holidays, and indicated that all signatures might not happen until next week. Once all the signatories have signed, then MineOne will be issued full approval on the EPR.

Once we have full approval of the EPR, the City's Chief Building Official has indicated that our permits will be issued within several days (assuming that the staff who issues permits is available to do so, i.e. they are in the office and not on vacation).

Once we have the approved EPR and issued permits (which could be as early as this Friday or as late as the beginning of January after the holidays), our attorneys will submit our application to the Campstool Architectural Review Committee. We are unsure how long it will take the CARC to provide feedback and/or approve our application.

Given (1) uncertain timelines over the next 10 days with obtaining signatures on the EPR approval and issuance of permits (which are conditioned on EPR approval), and (2) uncertainty with how long it will take for CARC to provide a response to the application (and what follow-up actions that response might entail), MineOne would like to request an extension of its due diligence period (which currently ends 12/30/22). Is YZY agreeable to an extension, and if so, would they consider extending the due

diligence period to February 28, 2023 (which we believe should conservatively account for currently known and/or reasonably expected contingencies on timing for full CARC approval)? Also, given that the contract indicates closing will take place no later than 12/31/22 (Section 8A), MineOne would like to request an extension of the closing date as well, and would propose that the transaction close no later than 30 days after full approval from CARC (although we'd expect it to close very soon after CARC approval as MineOne wants to get started on the project).

Please note that once MineOne obtains full approval from the CARC, it will provide another \$50,000 earnest money deposit (per the terms of the Contract to Buy and Sell Real Estate)."

623. On December 21, 2022, Trudy Kiolbasa sent an email that said "The submittal has been received. I have green stamped the plans and loaded them in DocuSign for signatures. I will make the Deputy City Engineer aware of it when he comes to work."
624. On December 21, 2022, I received an email from Dallas Lain that indicated she would get me a draft of the letter (for the CARC) to me later in the afternoon or evening.
625. On December 21, 2022, Jim Lever sent an email to Carol Yuan (with YZY Capital) that had the updated Title Commitment for Campstool Lot 1 attached. Jim said "The only negative is if the Architectual [sic] Committee for Campstool has comments which delays the process that need to be addressed. Within the time constraints of the contract, a short extension maybe [sic] required for the closing date."
626. On December 21, 2022, I received an email from Xenia D'Souza with the updated Campstool TNIA.
627. On December 25, 2022, I sent an email to Jim Lever to see if he had discussed an extension with the seller (based on the email I sent to him December 20, 2022). I said "We'd like to get something in place in the next few days so we aren't sweating it at the end of the week when the deadline is upon us."
628. On December 27, 2022, I received an email from Trudy Kiolbasa that indicated the Fire Department had rejected the civil plans. The email contained a screenshot showing that Jim Schamerhorn said "the Fire department requires a stamped fire protection engineer design prior to approval." Trudy then asked if we possessed what Jim was requesting.

629. On December 27, 2022, I received an email from Jim Lever with an Agreement to Amend/Extend the MineOne-YZY real estate purchase contract.
630. On December 27, 2022, Emory Patterson sent an email to Jim Schamerhorn and noted that in the revised site plan we had added a new fire hydrant and removed any occupied structures. He said that full FPE stamped fire protection plan for the unoccupied MDCs would add significant time and cost to the project without knowing if we could obtain other necessary approvals. Emory then requested “reconsideration on [Jim Schamerhorn’s] assessment and review so as to allow us a contingent approval based on satisfying your requirements for approved FPE stamped drawings prior to any certificate of occupancy issuance.”
631. On December, 27, 2022, I sent an email to Jim Lever that requested he make at least seven updates to the amend and extend he sent earlier that day. Later that day, Jim sent another email with an updated Agreement to Amend/Extend. And after that he sent another email with another version of the updated Agreement to Amend/Extend.
632. On December 27, 2022, I received an email from Dallas Lain with a draft letter for the CARC. She asked me to review for accuracy and tone and to let her know my thoughts.
633. **On December 28, 2022, I sent a Docusign signing request to Erick Rengifo for the Agreement to Amend/Extend the Campstool Lot 1 purchase contract, which extended the due diligence period. I said “We tried to negotiate more than one month, but one month is all we could get this time.” Later that day, Erick Rengifo signed the Agreement to Amend/Extend, which I then emailed to Jim Lever. In that email I asked Jim Lever to please send me the countersigned version from Carol.**
634. On December 28, 2022, Jim Schamerhorn sent an email to Emory Patterson, which stated “We will forgo the Fire Protection Engineering requirement at this time with the clear understanding a future “stamped” FPE evaluation of the overall facility will be provided at the time your office/warehouse permit is submitted for approval.” Jim went on to say that further information is still needed, and he listed ten items.
635. On December 30, 2022, I received an email from Jim Lever with a link to the fully signed Agreement to Amend/Extend.

636. On December 30, 2022, I received an email from Haku Du that said “We have been discussing with Bitmain on the cooperation for Phase II Campstool Project. Could you confirm with whom may have the information, whether the campstool site's water can meet bitmain's requirements as attached?” She also provided a screenshot of several characteristics of water and a reference value for each. Later that day, I responded via email and indicated that we would check on this.
637. On December 30, 2022, Emory Patterson sent an email to Jim Schamerhorn. Emory provided more information regarding the reason for requesting the condition approval. He also provided responses to the ten items Jim had identified in his email. Later that day, Jim responded and commented on Emory’s responses to the ten items. Jim did not require any further updates to the civil plan at that time. Emory then sent an email to me saying “We just received approval from the Cheyenne FD!!!”
638. On December 30, 2022, I sent an email to Chris Lovas (and cc’ed Haku Du) regarding Haku’s request about the water quality. I said “Hi Chris, we have a request from MineOne regarding the Campstool site. Do you know how we would go about getting information regarding the quality of the water on the site (see attached)? Could we take a sample from a neighboring business (that's on the same main line) and then run tests on it? Would BOPU (or someone else) have this information readily available? Or is there some other way to get this info?” I also provided the attachment that Haku had sent to me earlier via email. Later that day, Chris Lovas responded and said “I don’t think BOPU will have that info, however, I will ask. We can take a sample at one of the near by businesses if you have any contacts. I designed the storage facility to the southwest, so we could get a sample from them. Or we can take a sample from the hydrant near the site.”
639. On December 30, 2022, I sent an email to Erick Rengifo with the counter-signed Agreement to Amend/Extend (which extended the due diligence period and closing of Campstool Lot 1).
640. On January 5, 2023, I sent an email to Trudy Kiolbasa. I said “I think Emory got everything sorted out with the fire department. If that’s the case, what are next steps for getting approval/signatures, and can you please help us push this forward.”

641. On January 6, 2023, Chris Lovas sent an email to Jim Schamerhorn regarding Jim's comment #8 and comment #9 (in Jim's email he had sent previously to Emory).
642. On January 7, 2023, Emory Patterson sent an email to the CEGEN Team requesting information from CEGEN for the CARC. Specifically, he asked for "Specification Sheet; A description on the drawings or on a separate specification sheet of the type and with color samples of all exterior finishes including but not limited to doors, windows, wall treatments, trim, gutter and downspouts, and roofing material." Steve Morgan responded via email and said he had forwarded the information request to his design and purchasing.
643. On January 9, 2023, Xenia D'Souza sent an email to Emory Patterson and confirmed the color specifications of the MDCs at Campstool would be identical to the MDCs at North Range. Later that day, Emory responded via email and said that additional information is required beyond a color sample. Emory asked Xenia if she could prepare a submittal package with all the details of the building materials and finishes.
644. On January 10, 2023, I sent an email to Chris Lovas and said "I just got off the phone with Trudy and it sounds like you need to make some more updates to the EPR (based on Fire and/or BOPU). Will you be able to complete and submit those today? We are under a ton of pressure to get the EPR approved/signed, permits issued, and the CARC submission completed...and are running into some contractual issues in the real estate purchase agreement because of the delays we've encountered. Any help you can provide on getting the EPR finalized today would be greatly appreciated (as that is the one thing holding up the entire process right now)." Later that day, Chris responded via email and said "I just spoke with Bryce Dorr at BOPU regarding changing the 6" fire lateral to an 8" and asking what the reduction to a 6" should look like... i.e. simply an 8"X6" reducer? Bryce stated that they don't want the hydrant lateral to be an 8" because it is not intended to be a main that can be tapped but rather just a hydrant. I thought this might be the case, hence why I called BOPU rather than changing it to an 8" just to have BOPU make another comment rather than signing off. I connected BOPU Bryce with Fire Jim via email and explained that they've given conflicting direction on this. I explained that it's urgent and needs to be resolved today... the frustrating part is that Fire didn't make comments on this during the review process. In

fact, they were on the review list and marked “no comment” during the first review.” I then responded via email to Chris and said “Emory and I called Trudy and asked her to do everything in her power to push this forward with Fire and BOPU as well...and she said she would do that. Please stay on this today.”

645. On January 10, 2023, I received an email from Chris Lovas. He said “As requested, here is the resubmittal receipt and updated plans showing an 8” fire hydrant lead.” He attached the submission receipt and submitted civil plans.
646. On January 10, 2023, Andy Folks (the Purchaser/Estimator at CEGEN) sent an email to Emory Patterson with specifications for the MDCs.
647. On January 11, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I mentioned:
- Lovas Engineering invoice 22137-1059 in the amount of \$2,035.00 for Campstool water design, modeling, and DEQ EDR was due on 1/13
 - We were waiting for more info from Crowley Fleck regarding its billing for the CARC research and letter.
648. On January 11, 2023, Haku Du sent an email to Chris Lovas to see if he had any update from BOPU or if he had gotten a water sample from Campstool tested.
649. On January 11, 2023, I sent an email to Trudy Kiolbasa to check on the progress of the EPR approval (per my call with her the previous day). I said “I heard from Chris Lovas (cc'ed) yesterday that he went ahead and submitted a plan set with the 8-inch main (so we have now submitted a 6-inch version and an 8-inch version, which means BOPU and Fire have both options to choose from).” Later that day, Trudy responded via email and said “My understanding is that Jim and BOPU are having a hard time connecting. I do have both sets of plans so once they decide I will upload them for approval. I also received the break down of the tap fees on your building permit. They are as follows: 1” Irrigation Tap = 1” connection fee is \$315.32, plus the 1” System Development fee is \$15,850.00, 8” Fire Line = \$5,172.00. You will need to pay this before BOPU will sign off on the building permit. The good news is if the development does not go through, you will be refunded the fees. The \$315.32 connection fee may or may not be refunded, but you will get the rest back. Doug will approve conditionally, and the condition will be that you need to turn in a grading permit. We are getting closer.”

650. On January 12, 2023, Emory Patterson sent an email to Erick Rengifo with a copy of the grading permit application. Emory said “Now that the Campstool project plans and specifications are about to be approved, we need to submit this grading permit application ASAP to keep things moving forward for total approval of the project with the City of Cheyenne and the CARC. I will need to have you, the excavator, and the civil engineer sign the application. Please see attached for your review and if all looks good, I will send via DocuSign to all relevant parties.”
651. On January 12, 2023, Emory Patterson sent an email to Chris Lovas with a copy of the grading permit. Emory said “If you see something that needs to be changed, please let me know. Otherwise I will have the excavator and client sign after I receive your seal. As discussed, while I understand this would typically be submitted after the EPR approval, there seems to be a disconnect in the City on the process and they are requiring this prior to EPR approval. I would like to submit it as a show of good faith asap in hopes they will release the EPR approval.” Later that day, Chris Lovas responded to Emory and provided a pdf with several edits.
652. On January 12, 2023, Chris Lovas sent me an email regarding the Campstool EPR and said “FYI, Jim Schamerhorn (Fire) has conceded to BOPU. We are keeping the original 6” fire lateral that we originally submitted. Should be settled. Hope you see green stamped drawings soon.”
653. On January 12, 2023, Emory Patterson sent an email to Trudy Kiolbasa and said that he had spoken with Linda at BOPU and she provided clarity on which amounts needed to be paid for sign off on BOPU’s end. Emory als said he had prepared the grading permit application and that Chris Lovas is working to produce the SWPPP.
654. On January 13, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I mentioned:
- Lovas Engineering invoice 22137-1059 in the amount of \$2,035.00 for Campstool water design, modeling, and DEQ EDR was due on 1/13
 - We were waiting for more info from Crowley Fleck regarding its billing for the CARC research and letter.

THROUGH BCB'S EFFORTS AND COORDINATION OF MINEONE'S VENDORS,
MINEONE'S ENGINEERING PLAN REVIEW (EPR) IS APPROVED;
BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1
(INCLUDING PERMITS AND THEORETICAL NOISE IMPACT ASSESSMENT);
BCB WORKS WITH CROWLEY FLECK TO PREPARE CARC SUBMISSION;
MINEONE CONTINUES SIGNING DOCUMENTS AND PAYING VENDORS

655. On January 13, 2023, I received an email from Trudy Kiolbasa regarding the project on Campstool Lot 1. Trudy said "The Plans for the above referenced project have been approved and all signatures have been obtained on the approval block. A copy of the final signed approved set of Revised Construction drawings along with the approval letter is attached to this e-mail." I responded via email and asked "Regarding the tap connection and system development fees, who should we contact to submit payment (does that go to BOPU directly...or to your department, or someone else)? We are ready to pay via credit card."
656. On January 13, 2023, I received an email from Linda Gunter (with BOPU). She said "Here is the 1" Irrigation Application Permit for MineOne Data Center. Please sign and date the application and PDF back to me. I will give it to cashier [sic] downstairs. To Pay with a card please call BOPU Customer Service at 307-637-6460. There will be a fee, but not sure what it is."
657. On January 13, 2023, I sent an email to Dallas Lain and asked if she was available the following week to discuss and finalize it. I also let her know "we received the EPR approval today and are in the final stages of receiving our building permits (which are expected early to mid next week). This means we'd like to have your letter complete by then as well, and the entire CARC submittal package provided to you, so your office can then send it to Ronnie."
658. On January 13, 2023, I sent a Docusign request to Erick and stated "here is the BOPU permit application, which documents its fees (which are REFUNDABLE if MineOne doesn't close on the land). Please sign. We will put the payment on our credit card to keep things moving." Less than an hour later, Erick Rengifo signed the BOPU permit application.

659. On January 13, 2023, I sent an email to Linda Gunter and provided the BOPU permit application signed by Erick Rengifo. I let her know I would call customer service and pay by credit card. Linda responded to my email and said "I took the application down to customer service. FYI: They said to pay by card the fee would be 3.25% of the total \$16,165.32. The fee is not refundable."
- 660. On January 13, 2023, I received an email from Iris Li that indicated payment had been made for Lovas Engineering's \$2,035.00 invoice.**
661. On January 13, 2023, Bille Knifon (City of Cheyenne BOPU Accounting Supervisor) sent an email to Linda Gunter and Lori Mischan that said "Michael will be overnighting a check to pay for Application #202300001. It should arrive Tuesday morning. It will be addressed to the admin building attn: Lori Mischan. He is asking that his Building Permit be approved as soon as possible Tuesday, he said that we are the final entity to approve per the Building Department."
662. On January 15, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I said that there would be approx \$10k due around the end of January to Crowley Fleck.
663. On January 16, 2023, I sent an email to Dallas Lain with an attached redline draft with inline comments of her letter for CARC. I also said "One additional item I'd like to discuss is how we should respond if the ACC provides pushback related to the "design/aesthetic" of the data centers. When we last spoke to the Volks (back in June 2022), they indicated they had a preference for a certain look to the buildings in the Campstool Addition (stone wainscoting or something similar). It will be difficult for the data centers to achieve this look because of the functional requirements of their design (i.e. large air intakes on the sides)."
- 664. On January 17, 2023, I spoke with Dallas Lain to finalize the letter to the CARC.**
665. On January 18, 2023, Emory Patterson sent an email to the City of Cheyenne building department and said "I was informed by Carissa yesterday that our permit was ready and the only item remaining for release was for us to provide an updated subcontractor list. I have the attached updated permit application subcontractor list page below for your review and records."

THROUGH BCB'S EFFORTS AND COORDINATION OF MINEONE'S VENDORS,
MINEONE'S PERMITS FOR CAMPSTOOL LOT 1 ARE APPROVED;
BCB CONTINUES WORK WITH CROWLEY FLECK TO PREPARE MINEONE'S
SUBMISSION TO CARC

666. On January 18, 2023, Anthony Bannon sent an email to Emory Patterson and said "See attached permit and corrections list. Also Rocky Mountain Sand and Gravel is only licensed for Sewer and Water Main work, and flatwork , any interior/finish plumbing/HVAC will need to have a Plumber with a Plumbing/HVAC license attached to it as a sub contractor....Please let us know once you determine who that is going to be...I have attached the permit with the provided Contractors but no plumbing work can be done until that contractor is added to the permit. Thank you!" Emory then sent me an email that said "I just verified with Anthony that this is our permit and we're ready to go!" I responded via email to Emory and said "let's put together the final CARC submission package tonight so we can send it to the attorney to combine with the letter. I think we may be able to get the attorney to submit this to the Volk's counsel by EOD Thursday (Friday at the latest)."
667. On January 18, 2023, I sent an email to Dallas Lain and said "good news: we received the permit late this afternoon, so now we have all the required documents to move forward with submitting to the ACC. Emory and I will work on compiling all of the ACC application documents on Thursday and will then send them to you. How are the final edits coming along on the letter? Will it be ready for you to send to Ronnie by end of the day Thursday (assuming we have all the application documents to you by then)?"
668. On January 19, 2023, Dallas Lain sent me an email and said "Great news! I thought I sent you an updated draft of the letter on Tuesday afternoon, sorry about that. I had some email issues and it looks like it got stuck in my drafts. The updated version is attached – I did some additional fiddling after our conversation on Tuesday morning. Let me know if you are okay with it and then once you have everything compiled we will get it out the door."
669. On January 19, 2023, Emory Patterson sent an email to Randy Richardson (with Richardson Construction, a general contractor who had agreed to sign off as the builder

on the CARC application). Emory provided Randy with a copy of the Campstool documents and permit. He also sent him the CARC application via Docusign for his review and signature.

670. On January 19, 2023, I received an email from Dallas Lain that said she could send the letter to Ronnie either late that evening or early tomorrow morning. I responded via email to Dallas and said “We are waiting for one final signature, which we think will happen tonight. Then we’ll send over all the docs (which we’ve already neatly packaged for you) for you to send to Ronnie with your letter.”
671. On January 20, 2023, Randy Richardson signed the CARC application.
672. On January 20, 2023, I sent an email to Dallas and said we have all the documents ready/signed. I provided her with a Google Drive link to all of the files. I said that I thought it was okay to send the link to Ronnie for him to access/download the files (rather than sending a hard copy of the files). I also said I reviewed the most current version of her letter and it looks good. I then gave her the green light to submit everything to Ronnie. Finally, I informed her that if Ronnie wanted us to print hard copies of all of the documents (per the requirements in the application form) and deliver them to him (for passing along to his client), to let us know.
673. On January 20, 2023, I received an email with invoice 23011-1059 from Lovas Engineering in the amount of \$465.00 for tasks related to water line design (specifically, added to contract for hydrant).

MINEONE SUBMITS ITS APPLICATION TO CARC:

MINEONE CONTINUES PAYING VENDORS

674. On January 20, 2023, I received an email from Dallas Lain that said “Please see the below email sent to Campstool Land Company’s counsel this afternoon conveying MineOne’s request for approval of the planned improvements. As we talked about, the application requires 2 sets of plans which you will have printed early next week and we will then coordinate regarding delivery to either Mr. Lopez’s office or directly to Campstool.”
675. On January 23, 2023, I sent an email to Precision Graphics Inc (after speaking to a representative on the phone) with instructions for printing two copies of all the CARC

application documents. Later that day, I received an email from Bryan Rogers (with Precision Graphics Inc) who informed me that the copies were done and provided a receipt for payment. I responded via email to let Bryan know we had someone on the way to pick up the documents right away.

676. On January 25, 2023, I received an email from Dallas Lain, who forwarded me an email she had received from Ronnie Lopez on January 24, 2023. Ronnie said the following in his email: "I did meet with my client yesterday and am preparing a responsive letter to you. Generally speaking, they responded favorably to what was submitted. They do have a question about the frequency/pitch of sound that will be emitted from the facility(ies) and wondered if someone from your client's team could call Mickey Powers at 307-421-8530 to visit about that. Would that be a possibility?"
677. On January 25, 2023, I received an email from Steve Morgan that said "Well, I can't seem to find a silver bullet that can "quiet" the questions, I did find a couple of videos on the noise levels of the S19 Pro. It seems to be mostly high frequency (HFN) (over 500 Hz) which will dissipate faster than low frequency (LFN). I was able to take some readings in dBA and dBC and there was very little difference in the levels (if there was a lot of low frequency noise there would be a significant jump in levels from dBA to dBC. This means that the risk of complaints from LFN exposure is low."
678. On January 25, 2023, I sent an email to Aaron Carr and Sarah Bocklemann and said "MineOne's attorney submitted the attached letter and link to the Improvement Approval Request Form (and supporting documentation) to the Campstool Land Company (CLC) on Friday 1/20. MineOne authorized us to share this with you so you can see all the progress on securing land at Campstool. We heard from CLC's attorney today that "generally speaking, [the Committee] responded favorably to what was submitted" and that he is preparing a responsive letter to us. So hopefully we know more soon!"
679. On January 26, 2023, I sent an email to Steve Morgan (in response to his January 25, 2023 email), and said "Here is what I've drafted (based on what you sent me below) and would like to send back to the ACC [aka CARC]. Please let me know if this is factually correct. Once you give me the green light (or make any revisions), we will get this over the ACC. 'The Theoretical Noise Impact Assessment does not provide

information about the frequency/pitch of the sound that will be emitted from the facility. To provide this information, the acoustical engineers would need common octave band specs for the ASICs, which they were not able to find from the manufacturer. However, the acoustical engineers did take some dBA and dBC readings of the ASICs from several videos and noted that there was very little difference in sound levels. This would indicate that the sound is mostly high frequency (HFN, over 500Hz), which dissipates faster than low frequency sound (LFN).” Steve responded to my email and said “This looks good. The only thing I would suggest is that we take out that I took the readings from a video. It was me that took the readings so be careful using the work engineer. I would suggest acoustical expert instead.”

680. On January 26, 2023, I received an email from Dallas Lain with the response from Ronnie attached. Dallas said “I was waiting for you to send information about the frequency – was that the plan or did I misunderstand? I’m happy to respond, but I also think that based on the tone here, a phone call to Mickey Powers might work, particularly if you have the acoustic engineer available to discuss. I’m a little troubled by the caveat at the end – so I think it’s important to have as much information provided to the committee as possible. I guess I’m curious about whether mitigation of noise can be done after the fact if the actual decibels exceed the projections.” I then forwarded Dallas’ email to Erick Rengifo and Neil Phippen and said “I just received the attached letter. I called Dallas and she recommends that we call Mick Powers (as he requests), let him know we're happy to answer his questions but that we aren't sound experts and if we don't know an answer we will have to go back to our acoustical engineer. Then we let Mick ask his questions (and we "play dumb" and defer all of the questions to the acoustical engineer). So essentially, we appease Mick's request for a phone call, and we use the phone call to collect his questions, and we don't offer up any information on our end that he can use against us in the future. Thoughts? I am okay with this and am happy to call Mick. I'd like one other person on the call with me.”
681. On January 26, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I indicated that BCB was owed \$244.67 as a reimbursement for the amounts paid to Precision Graphics for the CARC application printing (with the total amount for all reimbursements, including the Precision Graphics, being \$3,797.31).

682. On January 27, 2023, Iris Li sent an email and confirmed that MineOne Partners LLC had sent a wire transfer to BCB for \$3,797.31.

683. On January 27, 2023, I sent an email to Dallas Lain and said the following: “Hi Dallas, quick update. Emory and I called Mickey Powers earlier today. He complimented our submission (whoa!) and asked some questions (which I've documented below, and which we will run by the acoustical engineer). It didn't seem like anything that would hold up approval by the ACC. Can you please check with Ronnie today to see if the ACC is waiting on answers to Mickey's questions before providing the approved application to us or if they are going to provide the approved application before then. I'd like to get a feel for the timing of the formal application approval since the due diligence period for the purchase contract expires in a few days (and if we don't have formal approval by then, I'll need to coordinate another extension with the Seller's broker)...Mickey Powers' questions: (1) How do the decibel levels relate to the pitch/frequency of the sound? (2) What impact does the metal enclosure of the building (which is insulated for attenuating the decibel level) have on the pitch/frequency of the sound coming from the facility? (3) What is the Hertz rating for the fans?” Dallas responded via email and said: “I will reach out to Ronnie. My guess is that (a) I may not hear back from him today and (b) the ACC will want the noise questions resolved before they approve the application. So just a heads up that you probably will want to at least start getting whatever you need in place to talk with the seller about an extension.”

MINEONE RECEIVES APPROVAL FROM CARC; BCB CONTINUES DUE DILIGENCE ON CAMPSTOOL LOT 1 AT THE DIRECTION OF MINEONE; MINEONE CONTINUES SIGNING DOCUMENTS AND MAKING PAYMENTS

684. On January 27, 2023, after a short call with John Volk, I received an email from John Volk with the CARC application attached, which had the “Approved” box checked John’s signature. I then sent an email to Dallas Lain and said “Hi Dallas, another update: after I sent my email below to you, John Volk called me, we chatted, and then he sent me the FULLY APPROVED ACC APPLICATION!!!! See attached. How about that for a way to end the week, indeed!”

685. On January 27, 2023, I sent an email to Steve Morgan with the questions from my call with Mick Powers earlier that day.

686. On January 28, 2023, I sent an email to the MOTBO Team that said:

“good news on Campstool. I'm happy to report that the Campstool Architectural Review Committee has approved the improvement approval request form (see attached).

This means the final \$50k earnest money payment is now due (to First American Title).

After this earnest money payment is made, the total amount of earnest money held in escrow will be \$200k.

The Due Diligence period is currently set to end on TUESDAY 1/31 at 5pm MST. After this date/time, it will become very difficult to cancel the Purchase Agreement and receive all of the earnest money back.

Based on the Amendment to the Purchase Agreement dated 12/27/22, the closing must occur no later than March 2, 2023. MineOne may close anytime before that if it so desires. The cash required for closing will be approx \$900k (final numbers TBD based on the settlement statement to be provided by First American Title).

Please let us know the following:

(a) Other than testing the water, is there any other due diligence that MineOne desires to perform before the end of the due diligence period and the earnest money becomes nonrefundable? Regarding the water testing, I've purchased a water testing kit and am planning to go to a business neighboring the YZY parcel and will ask for a sample of its water for testing on Sunday or Monday.

(b) Does MineOne have any reservations for any reason whatsoever as to why it might not want to move forward with closing on the YZY parcel. If so, do you want us to attempt to negotiate another extension to the due diligence period (in order for MineOne to retain the ability to get a full refund of its earnest money)?

(c) Now that MineOne has approval for its plans from the ACC, is MineOne ready to move forward, and if so, how soon would it like to close on the land? Knowing this will provide us with information with which to coordinate the closing with the title company.”

687. On January 29, 2023, I received an email from Steve Morgan with his answers to the questions from Mick Powers.

688. On January 29, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I indicated that \$50,000.00 was due by January 30, 2023 to First American Title (as this was required by the Purchase Agreement for Campstool Lot 1 upon approval by CARC). I also mentioned that this was the final earnest money payment.

689. On January 30, 2023, I received an email from Iris Li that indicated MineOne Partners LLC had sent a wire for \$50,000.00 to First American Title.

690. On January 30, 2023, I sent an email to the MOTBO Team that said:

“I spoke with Jim Lever (the agent for the Seller). I told him that MineOne had received approval from the Campstool Architectural Review Committee and had initiated the final earnest money payment to the title company. I also asked him for an extension to the due diligence period so that MineOne could complete its water quality testing for hydro mining before the earnest money becomes nonrefundable.

Jim said that the Seller would only consider another extension to the due diligence period if \$50,000 of the earnest money goes hard (i.e. becomes nonrefundable).

In an effort to get as much info as possible before the due diligence deadline, I did some additional research on the BOPU website. Here is what I found:

PRICING:

<https://www.cheyennebopu.org/Business/Billing-Rates/Water-Sewer-Rates>

Water - \$5.60 per thousand gallons

Sewer - \$5.82 per thousand gallons

QUALITY:

<https://www.cheyennebopu.org/Cheyennes-Water/Water-Quality/Consumer-Confidence-Report>

One thing Jim mentioned is that if the water quality is not to the liking of MineOne, it is likely possible to install a filtration system on-site that the water will run through before entering the hydro cooling process.

How would MineOne like to respond/proceed? We have just under 26 hours before the end of the due diligence period and ALL of the earnest money becomes nonrefundable. If you'd like to talk through this on a call, please let me know and let's get it scheduled asap.”

691. On January 31, 2023, I received an email from Haku Du. She said: “We need to expand the due diligence deadline but \$50,000 nonrefundable is too high. Let us downsize to \$30k to see how the owner react. I had a call with Bitmain today and gathered some information for the water cooling engineering. What they need is 1) sufficient water supply(1.5 ton of water /mw/hour); 2) water with low alkalinity which can meet their water quality requirement. The water directly supplied by the city is very expensive(I did a quick calculation, the water cost in camptool is equivalent to \$0.002/kwh, that is quite amount of cost), as a common practice, the Host shall dig wells to acquire water directly. This can save huge amount of money. So if we can get the extension, the next thing we should do is to do a feasibility study that how much water we can get from the land on a 24h basis if we do can dig wells on this land and whether the water can meet Bitmain’s requirement(I sent the requirement to you earlier).” Later that day, I responded to Haku via email and said: “I called Jim Lever just over 3 hours ago and asked if the Seller would consider \$30k (rather than \$50k) nonrefundable. He said that he would try to get a hold of the Seller to see if they would accept that. Jim just called me back and said that he has been unable to get in touch with the Seller (since they are based in China). However, he is going to be sending an email soon documenting that the Seller has agreed to extend the due diligence period for 14 days with only \$50k (of the \$200k) earnest money becoming nonrefundable. Further, the closing date (March 2nd) will remain the same. He said that we can follow up later today and tomorrow to put together an official amendment to the agreement that will be signed by the parties to document this. Regarding water, we will start on the following: (1) reviewing the purchase agreement and other city zoning requirements to see if digging a well is acceptable on this property (2) finding someone who can do a feasibility study on a well (and how much water could be available) (3) finding someone to provide feedback on the quality of the city water and the well water and if one or both of them meet Bitmain's requirements. Jiaming Li then sent an email response to me and said “Thank you. Due to the official time due by today, will \$30k still being considered once seller wakes up in China? Or it’s only \$50k for now. And what if seller won’t accept \$30k and we cancel the deal tomorrow, can we still get full money back or not?” I then responded via email to Jiaming and said “...the best that Jim Lever can do right now is

the \$50k nonrefundable (as that is what the Seller authorized him to do in his last communication with them). I think it's important to note the Seller is under no obligation to do that (let alone do \$30k nonrefundable). Jim explained that the way the Seller sees it, MineOne has achieved all of its due diligence milestones and should now be ready to move to closing. I said the request for extra time is to complete some additional research on the site's water, the need for which only recently came to light. The easiest way for MineOne to get the full \$200,000 earnest money refunded is to cancel the agreement by 5pm MST today. After 5pm MST today, there "might" be other ways to get the full \$200k refunded, but they would be more expensive, take longer, and would likely involve attorneys. Is MineOne considering canceling this purchase agreement? If so, what are the reasons? PS - Jim Lever just called me and said that he will be sending an email very soon that will document the Seller's agreement to extend due diligence for 14 days with \$50k nonrefundable. I will forward this as soon as I get it." Jiaming responded to me via email and said "My only concern is BHE, we still haven't received the firmly block up to now. So let's assume we can't get it, we're facing risk of increasing our investments but not benefit from this. My idea right now is can we call BHE to ask them the block status and tell them our concern to move forward on the land. And then ask them what should we do on the land to see their reaction. Then we decide?"

- 692. On January 31, 2023, I received an email from Jim Lever with YZY's proposed terms for MineOne's requested extension of the due diligence period. I then forwarded these proposed terms to the MOTBO Team for review. I also asked them how they would like me to respond. Jiaming Li responded to me via email and said "As discussed over the phone, it's good to go. Let's move to find the water condition during the extension period. Thank you." I then sent an email to Jim Lever (and cc'ed the MineOne Team) and said "I've received authorization from MineOne to let you know that MineOne agrees to the terms below and accepts them. We'll proceed now with getting the Amend/Extend signed."**
- 693. On February 1, 2023, I received an email from Haku Du with subject line "30mw campstool," in which she said "I just got the installation manual of liquid cooling**

system from bitmain. Just in case the engineer who will assess the well drilling might need it.”

694. On February 2, 2023, I received an email from Jim Lever directing me to call his office to get the routing number and ABA number to do the transfer of the \$50,000.00 earnest money. He also asked me if I had sent the signed Amend/Extend Agreement yet. I then responded to Jim via email and said that I was working on the Amend/Extend Agreement and would send it to him as soon as it was signed by MineOne. I also said “Regarding the \$50k non-refundable earnest money, please note that it is "previously deposited earnest money" (not additional earnest money). That would mean that you need the Title Company to send you \$50k of the \$200k earnest money they are holding. I would think that they need the signed Amend/Extend before they would do that. So let's get the Amend/Extend fully signed and delivered to the Title Company and then we can coordinate the \$50k transfer from the Title Company to Rocky Mountain Realty. It would be easiest if you provide your wire instructions directly to the Title Company.” Jim responded via email and said “You are correct.” I then responded via email to Jim and said “I just noticed that the name of the buyer is not correct in the amend/extend you sent to me for signing (it should be "MineOne Wyoming Data Center LLC" not "Mine One Wyoming Data Centers, LLC"). Further, the property description is not consistent with the property description that we used in the previous amendment. Do you want to update that and send me a new amend/extend for signing...or should I use the version you sent previously?” Jim Lever then responded via email and attached and Amend/Extend with the changes.
695. On February 2, 2023, I sent the Amend/Extend Agreement to Erick Rengifo for signing via DocuSign. In that request, I said “here is the amendment for the YZY parcel that extends the due diligence period another 14 days in return for \$50k of the earnest money becoming nonrefundable. The wording has been reviewed and approved by Jiaming (as we've already confirmed approval via email with Jim Lever). Now we need the amendment document signed for formal documentation to provide to the title company. Please sign no later than 5pm EST today (but earlier would be better) as we need to get this to the title company as soon as possible.”

696. On February 3, 2023, I sent an email to Kirsten Malm at First American Title. I said “this email pertains to file 4521-3975144 (Lot 1, Block 4 Venture Dr, Cheyenne, WY 82007). I think that Heaven Anderson is our escrow officer, but I don't have her email, so I'm sending this to you. If Heaven is the correct person to coordinate with on this, please loop her in here. Buyer and Seller have agreed that \$50,000.00 of the currently deposited earnest money with First American Title is to be released to Seller's agent (Jim Lever, cc'ed here) on Friday 2/3. Mr. Lever will follow up and provide wire instructions. The parties are in the process of executing an amend/extend to document this (but are still awaiting signatures from their respective signatories). In the meantime, please see the email thread below to document the mutual agreement of the parties. Is this email thread sufficient for releasing the \$50,000.00 earnest money, or will you require the signed amend/extend?” Later that day, Kirsten responded via email and said she had added Heaven Anderson to the email thread. Shortly thereafter, Heaven responded via email and said “I will use this email chain as acknowledgement of the conditions and prepare earnest money for release today. Would you please confirm if the earnest money funds are to be made out to the agents broker ie. Rocky Mountain Realty? Also - Please forward the executed amend as soon as possible.” I responded via email and said “Heaven - thanks for your help. Glad that this email chain acknowledgement will work for now. Regarding who the funds should be made out to, the only instructions I've received are the ones included in the agreement between the parties below, which is that the funds "shall be released to Seller's Representative, Rocky Mountain Realty." I'm still waiting on the executed amend/extend from Buyer (and will send it to you as soon as I have it). Jim - please let us know if the earnest money funds should be made out to Rocky Mountain Realty or to Seller.”
697. On February 3, 2023, I received an email from Jim Lever with the seller-signed Agreement to Amend/Extend, prepared January 31, 2023, attached thereto.
698. On February 3, 2023, Neil Phippen sent an email to Mary Tardona and said “I need a water quality and volume analysis done for a potential site that we have planned at our campstool location. Is this something that Terracon could help with?”

- 699. On February 6, 2023, Erick Rengifo signed the Agreement to Amend/Extend, prepared January 31, 2023.**
700. On February 7, 2023, I sent an email to Heaven Anderson with the Amend/Extend signed in counterparts by Buyer and Seller. I also asked to confirm that she had released the \$50,000.00 to Rocky Mountain Realty on Friday, February 3, 2023 based on my earlier email authorization. Heaven responded via email and said "...yes, funds were sent on Friday."
- 701. On February 9, 2023, I received an email from Haku Du that said "Hi Michael and Steven Can we do a call Beijing time 9am on Friday to do a quick planning for due diligence of campstool site for accommodating hydra cooling container?" I responded to Haku and said that would work and that I'd send a meeting invite.**
702. On February 12, 2023, Haku Du sent an email to Steve Randal and said "I talked to our guy at Bitmain over the weekend. He said the container itself can use either water or the other fluid(antifreeze?) you mentioned in last meeting, however the water tower which will spray water to sky or the container, cannot use antifreeze. It requires large amount of water consumption. I'm now trying to facilitate a meeting with Bitmain's tech team early this week. please be prepared for it. In the meantime, could you also get a report for the water condition? Although it might require filtration system anyway but let us see whether it has the quality close the requirement or not. Bitmain has a hydro site located in Washington
(<https://www.bitmain.com/news-detail/bitmainlaunches-global-hydro-cooling-data-center-tour-first-stop-at-merkle-standard-hydro-cooling-data-center-262>). The Bitmain guy told me that site didn't set filtration system.
703. On February 12, 2023, Haku Du sent an email to Steve Randall and said "The meeting is scheduled at Tuesday 9am Beijing/Monday 6pm Denver, please add following meeting invite to your calendar. Could you also prepare and send me a preliminary question list to Bitmain? Thanks!"
704. On February 13, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I mentioned there was invoice 23011-1059 from Lovas Engineering for the Campstool water design, modeling, and DEQ EDR.

705. On February 13, 2023, Haku sent me an email to confirm if me and Steve would be joining the meeting with Bitmain. I responded via email and said “we received the email and will be on the call. We are working on a preliminary question list this morning and will send it over when it is ready.” Later that day, Steve Randall responded via email and said “Haku, prelim questions:

- how many liters of coolant does the closed loop side of the system require?
- how many liters of water does the water basin in the water tower require?
- what is the maintenance schedule on the closed loop, water change schedule?
- How often do the bellows (water tubes on the s19 hydro) need to be serviced or replace?
- what is the water tower cool dry mode ambient temp rated at? What is the highest ambient temp the water tower can run in cool dry mode?
- can one water tower cool, 2 antspace hk3 containers?
- can the antspace hk3 be ordered without the water cooling tower for an alternative ecofriendly solutions? such as a V shape dry cooler with adiabatic misting solution instead of a water shower solution?
- Will a 2500kva transformer power 2 hk3 containers?

706. On February 13, 2023, Haku Du responded to Steve Randall’s email with preliminary questions for Bitmain and said “thank you Steve. I have sent them to Bitmain. They might ask whether campstool has enough water supply and ask about the water condition report; whether wells can be drilled on site and etc. do you have the answers?” Steve responded via email and said “Cheyenne's water contains approximately 65 milligrams of calcium carbonate per 1 liter of water (mg/L) or approximately 4 grains of hardness. Depending on which wells and how many wells the water treatment operators are using, hardness can vary between 50 to 80 mg/L. Water containing less than 75 mg/L, or about 4.5 grains, is generally classified as ‘soft.’” He then provided a web link to more information. He continue by saying “However, these levels won't affect the miners if coolant/antifreeze is being used. The water would just be for the water basin/shower system for the cooling tower system Bitmain uses. This system in their specifications called out 1-1.5m³/h of water consumption . Please see the attached photo. This should help illustrate how the cooling system works. The

coolant runs through a 'closed loop' through the radiator and an additional pump is used to circulate water from the reservoir or water basin, spraying water over the radiator to help cool. In Bitmain's spec sheets they say the tower can be run in 'cool dry mode' when ambient temperatures are below 10C.” Steve then attached a photo that showed the principles of a closed circuit cooling tower.

707. On February 14, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I mentioned there was invoice 23011-1059 from Lovas Engineering for the Campstool water design, modeling, and DEQ EDR.
708. On February 15, 2023, I received an email from Jim Lever that said “FATC Cheyenne, Heaven has received closing verification documents and can close within a few days' notice if you decide to close before March 2nd, 2023. Give me a head up.”
709. On February 15, 2023, Mary Tardona replied to Neil Phippen’s February 3, 2023 email and said “I apologize for the overly delayed response. We will need a bit of clarification here. Do you have time to discuss tomorrow? Let me know a good time and we will get it on the calendar.
710. On February 16, 2023, I sent an email to Chris Lovas and said “do you have 15 min later today for a quick call? I have some water-related questions on the Campstool site.” Chris responded via email and said “Yes, I see you called. Give me just a bit. I’ll call you around 1:30 if that’s ok.”
711. On February 16, 2023, Haku Du sent an email to Steve Randall and said “I m confused. Could you conclude whether Cheyenne’s water meets bitmain’s requirement or not? Cheyennes's water is relatively soft right?”
712. On February 16, 2023, Iris Li sent an email to Emory Patterson that requested “Could you kindly share with us the permitting package of campstool, please?” I responded to Iris via email and provided a link to a Google Drive folder with all of the Campstool land information, including the permit package.
713. On February 17, 2023, I sent an email to Haku that said “Bitmain's reference value (which I'm assuming is their requirement) is that the total hardness of the water is less than 200mg of calcium carbonate per liter. Based on the info that Steve provided below (from the BOPU website), the hardness of Cheyenne's water can range between 50mg-80mg of calcium carbonate per liter. So this is under Bitmain's reference value.”

I then listed the values for the other requirements based on what I was able to find from the Cheyenne BOPU website. I then said the following: “I will call BOPU on Friday and see if they have values for the above items which I couldn't find on their website. Also, I spoke with Chris Lovas and BOPU on Wednesday and have some updates on water limitations and well possibilities. I'll provide an update on our Friday call.”

714. On February 17, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I mentioned there was invoice 23011-1059 from Lovas Engineering for the Campstool water design, modeling, and DEQ EDR. I also noted that the balance of the purchase price for Campstool Lot 1 (approx \$900k) was an upcoming payment to be aware of.
- 715. On February 17, 2023, I received an email from Iris Li indicating that invoice 23011-1059 from Lovas Engineering had been paid.**
716. On February 22 2023, I sent an email to the BHE Team (and cc'ed the MOTBO Team) and asked several questions, one of which pertained to “...the language Todd [was] working on regarding the reallocation of the \$800k from the initial deposit to the Security Fund.” Later that day, Aaron Carr responded via email and said “Todd is working on the side letter to address the 800k. I'll follow up with him on timing for that as well.”
717. On February 22, 2023, I received an email from Jim Lever with the buyer's settlement statement attached thereto.
718. On February 23, 2023, I received an email from Jim Lever with the buyer's settlement statement attached thereto.
719. On February 23, 2023, I received an email from Aaron Carr with the side letter regarding the BCIS security fund attached thereto. The side letter stated “Customer [MineOne] is exercising an option to expand its service to a second facility to be interconnected at Company's [CLFPC's] East Business Park [aka Campstool Business Park] substation. Company will retain approximately \$600,000 of the Initial Deposit, which will be applied to the installation of facilities on Company's side of the Point of Delivery at the East Business Park location. Once the interconnection at Company's East Business Park substation is complete a final true up will occur. Any excess or deficit of the retained Initial Deposit will be applied to the Customer's subsequent bill.

This leaves a remaining balance from the Initial Deposit of approximately \$800,000.”

Later that day, I forwarded this email and the attached side letter to the MOTBO Team.

720. On February 24, 2023, I sent an email to the MOTBO team with the buyer’s settlement statement for Campstool Lot 1 attached thereto. In the email, I said “I spoke with both the title officer and the seller's agent and have confirmed that the "cash from buyer" (i.e. MineOne) is \$900,038.29 (not the \$950,038.29 showing on the statement). Rocky Mountain Realty will be transferring the \$50k of non-refundable funds back to escrow before closing (which will then decrease the amount owing from the buyer by \$50k). This \$900,038.29 payment to the title company is required by Wednesday, March 1 in order to close on Thursday, March 2 (per the purchase agreement). The title company will be sending the closing documents (for e-signing) to Erick. All of the buyer closing documents can be signed electronically.” Later that day, Haku Du responded via email and said “...do we have the water testing report now? Are we sure the water can meet bitmain’s requirement?” She also sent another response email that day that said “Could you send me the relevant agreement for this settlement? What is the precondition for this settlement.”
721. On February 24, 2023, I received an email from Heaven Anderson (handerson@firstarn.us) that said “Please be advised that your closing funds as seen in the buyer settlement statement attached is expected to be wired to our funding trust account prior to closing in order to avoid any delay. kindly arrange to wire your funds today so we can be in receipt of the funds by Monday or Tuesday, our wiring instructions will be sent to you upon receipt of this email. Please let me know ASAP.” I then received an email from Pat Goble (pgoble@firstarn.us) that said “Please find attached our wiring instructions and kindly confirm receipt.” Jim Lever then responded on this thread and said “Pat, No attachment, please resend. Michael, Could you work on wiring the funds today? Please advise.” Pat then responded via email “Sorry here it is. Please provide wire confirmation once sent. Kindly confirm receipt.” I then responded on the thread, saying “I checked with Heaven yesterday if it was okay for funds to be wired on March 1 (the day before closing), which my understanding was that it was okay. I wasn’t aware the wire needed to happen today. I will check with Mineone to see if it can happen on Monday (27th) or Tuesday (28th). Will let everyone know once

I confirm with MineOne.” Pat then responded “No, the wire instructions for buyer lump sum is attached. We recommend funds are wired few days to closing to avoid delayed receipt of funds.”

722. On February 24, 2023, I received an email from Jim Lever that said “Heaven, can you verify you have sent the buyer their closing documents? Please include an explanation of the settlement statement. Rocky Mountain Realty as we discussed will wire the \$50,000 to FATC Cheyenne once you have all documents collected.” Heaven Anderson (handerson@firstam.com) responded and said “I spoke to Michael yesterday and he was confirming if Eric was signing. I just need Eric’s email if that is the case and I will send those via DocuSign.” I responded to Heaven and said “I haven’t received final confirmation that Erick will be the signer, but I’m fairly confident he will be. Heaven - can you please send me a copy of the buyer closing docs to review today. I’m hoping to confirm by tonight that Erick is the signer. Also, please send the docs to Erick as well (so he has them and can review them over the weekend). Here is Erick's email address: rengifo@ucholding.com.” Heaven then sent a secure message through the First American secure messaging portal. She followed up via email and said “These have been sent via a separate secure email to you both.”
723. On February 24, 2023, Neil Phippen responded via email to Mary Tardona’s February 15, 2023 email and said “I left you a voice mail, please give me a call at your earliest convenience.” Mary responded via email later that day and said “I left you a voicemail. To reiterate, can you please send us more information regarding what is needed for this site?” Neil responded via email later that day and provided to Mary the charts that Haku Du had earlier provided to me. Neil also provided Mary with some of the research that the BCB team had performed. Mary responded via email to Neil and said “Thanks for the additional information. We are confirming if we can test for all the analytes listed, and will let you know as soon as we hear back. Please clarify the following scope items if possible: (1) We are assuming groundwater would be utilized for the hydrocooling system; and if so, will you require us to install and monitoring well? (2) Do you have information on how long the groundwater will need to be monitored/tested?” Later that day, Neil responded via email and said “At this moment we are just doing due diligence. And (like always), we are time crunched... An initial

water test or assessment up front would be helpful. Then we could see about installing a monitor later to determine filtration needs if needed.”

724. On February 26, 2023, I sent an email to the MOTBO Team that said the following:

“I’ve attached MineOne’s land purchase agreement with YZY, along with the two amendments. These are also on google drive, along with all of the other Campstool land related documents:

https://drive.google.com/drive/folders/1x1GxZ-HZAG7fGFhVh69mny96hnt6L20a?usp=share_link

Here’s a summary of some relevant information that we discussed on Friday night MST /Saturday Beijing time:

- (1) We have provided information about Cheyenne’s water quality from BOPU via email, specifically its hardness (calcium carbonate), pH value, and Chloride levels, all of which are within the range required by Bitmain.
- (2) We have been working to find a licensed professional to test the water quality on the YZY parcel, but have not found anyone to do this yet. We do have a good lead and will have more information soon about their services (timeline, cost, etc).
- (3) There is no water currently running to the YZY parcel, but there is a city water mainline adjacent to the property (which we would tap into when developing the parcel). We are guessing that a water testing professional would likely need to test water at a business in proximity to the YZY parcel in order to get information for what the water would be like for the YZY parcel.
- (4) Digging a well might be possible, but would require a permit from the state. We would need help from a professional to understand if digging a well is viable, how much water would be available, the water flow rate, the water quality, etc. If a well was dug and water was used from the well, then it would very likely need to be run through a filtration system before being used in the hydro mining operation.
- (5) To date, MineOne has deposited \$200k of earnest money. \$50k of that is non-refundable (per the 2nd Amendment). The easiest way to have had the \$150k refunded was to cancel the agreement during the due diligence period (which has expired). There may be ways to get the \$150k refunded, but that would likely require the assistance of an attorney.

(6) Closing on the YZY property is scheduled for March 2nd. It is possible to ask the Seller for an extension, but they are not obligated to grant it. Further, the optics of not closing as scheduled may send the wrong signal to Black Hills.

(7) Very early in the deal, we looked into the possibility of doing a cash-out refi on a land purchase at Campstool. If this is something you are interested in, we can pick up where we left off with that and resume discussions with several lenders to determine if it is possible, and if so, what terms are available.

(8) The "Campstool Option" for 30MW provided in the BCIS Agreement with BHE originally expired December 5, 2022, but has been amended to expire on June 5, 2023. It is possible to close on the YZY parcel and not initiate the Campstool Option yet. Once the Campstool Option is initiated, then Black Hills will commence with undertaking the interconnection work to the parcel. We are not sure how long that will take (we've asked BHE), but we'd estimate it will at least take several months.

(9) In order to close on March 2nd, the title company (First American Title) has recommended that the funds be wired by Tuesday 2/28 (in the event there are any unforeseen issues with the wire).

(10) Will Erick be the person signing on behalf of MineOne Wyoming Data Center LLC? I've already asked the title company to send the closing documents to Erick for review. I've attached the closing documents to this email as well for review.

(11) Will MineOne be selling the land to Terra after closing the YZY deal (similar to what happened at North Range)?

Let's review these items on our Monday team call, answer any questions you have, and discuss next steps."

725. On February 27, 2023, I sent an update email to the MOTBO Team. As it relates to the Campstool site, I mentioned there was a payment due to First American Title of \$900,038.29 for closing on Lot 1, Block 4 Venture Dr by Tuesday 2/28.

726. On February 27, 2023, Neil Phippen sent an email to Mary Tardona (to follow up on the request for water quality testing at the Campstool site) and said "Can we huddle up today to discuss this request and what I can do to fulfill it?"

MINEONE EXERCISES THE CAMPSTOOL OPTION IN ITS BCIS AGREEMENT

727. On February 27, 2023, I received an email from Haku Du with a signed side letter attached thereto (with said signed side letter exercising MineOne's option to expand its service to a second facility to be interconnected at Company's East Business Park substation [aka the Campstool Business Park substation] per its BCIS Agreement with CLFPC). I then sent an email to BHE with the MineOne-signed side letter attached.

BCB CONTINUES DUE DILIGENCE (WATER TESTING)

ON CAMPSTOOL LOT 1 AT THE DIRECTION OF MINEONE:

MINEONE CONTINUES SIGNING DOCUMENTS AND PAYING VENDORS

728. On February 27, 2023, I received an email from Jim Lever that said "Are you able to wire the funds today as advised? Please send wire confirmation."
729. On February 27, 2023, I sent an email to Heaven Anderson (handerson@firstam.com) that said "I'm just about to forward you a series of several scam-related emails. Notice the firstarn.us domain name and the fraudulent wire instructions." I then forwarded several emails to Heaven. Heaven responded via email and said "Thank you for forwarding these and for catching this was a scammer!" I responded to Heaven and said "I'm going to call Jim Lever and let him know his email might have been compromised."
730. On February 28, 2023, John Skogman (with Terracon) responded to Neil Phippen's email and said "I spoke with our laboratory today and they can run the analysis. They are still working out the turn around times and if they can do a 3 day turn on the samples. Once I have the information on the turnaround time, I will get you a proposal, which will hopefully be tomorrow (Wednesday). For timing, one [sic] we get the proposal approved, it will take a day or two to get the sample bottles and get out to the site to sample. So hopefully we can sample on Friday or Monday." John sent another email later that day that said "Do you know what laboratory methods you need for the analysis? Some of the analysis is straight forward but some are a little different and we want to make sure the lab and analyze them correctly. The acid consumption and the silicon oxide are the main two our lab is asking about." Later that day, John sent an

email that said “I spoke with our laboratory today and they can run the analysis. They are still working out the turn around times and if they can do a 3 day turn on the samples. Once I have the information on the turnaround time, I will get you a proposal, which will hopefully be tomorrow (Wednesday). For timing, once we get the proposal approved, it will take a day or two to get the sample bottles and get out to the site to sample. So hopefully we can sample on Friday or Monday.”

731. On February 28, 2023, Mary Tardona sent an email to Neil Phippen that said “We are checking with another lab about whether or not we can test for a few of the analytes. Is 11 am today a good time to set up call to discuss further?” Later that day I responded via email to Mary and said “Mary and team: please see the attachment for the specific testing requested by our client. Let's discuss this on our call.”
732. On February 28, 2023, I received an email from Heaven Anderson (handerson@firstarn.us) that said “We are not yet in receipt of buyer funds. Michael- Please advise wire status.” Later that day, Erick Rengifo responded via email and said “what is this?” I responded via email to Erick and said “please disregard any email coming from the firstarn.us domain (like this one below). YZY's buyer agent (Jim Lever) has likely had his email account hacked/compromised and there are scammers sending incorrect wire instructions. I caught this over the weekend. I have the correct wire instructions directly from the Title company (which is where we've been sending the earnest money payments). Please note that the YZY parcel is scheduled for closing on March 2, but I've yet to receive confirmation from the MineOne team that they intend to close by that date. Haku has asked me to attempt to negotiate an extension for closing, but I've been unable to secure that yet. Have you discussed this with Haku and/or Jiaming?”
733. On February 28, 2023, I sent an email to the MOTBO Team and said “here's an update on Campstool:
- (1) We are expecting Terracon to provide us with pricing and lead time for water testing at Campstool later today or tomorrow. They confirmed that the best way to get a representative sample for testing is to get some water from a neighboring business.
 - (2) I spoke with Jim Lever and asked him if YZY would provide an extension for closing. He did not seem optimistic that they would be, but is still going to check with

them. He said YZY's signatory traveled from China to the US specifically for this closing (so that he would be here to have the closing documents notarized).

(3) Assuming MineOne proceeds with closing, can you please confirm that Erick will be the MineOne signatory (so that we can let the title company know who to send the documents to for e-signing).

IMPORTANT: closing is scheduled (per the agreement) for March 2nd. There are decisions that need to be made (with significant financial implications) within the next day. Let's be sure to discuss these matters on our call in 5 hours.”

734. On February 28, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I that \$900,038.29 was due Tuesday 2/28 to First American Title “...for closing on Lot 1, Block 4 Venture Dr for closing on Thursday 3/2. As directed, we will attempt to negotiate an extension for closing (to provide more time for the water analysis and to attempt to gain more certainty about power prices). If the Seller does not agree to an extension and the transaction doesn't close on March 2, 2023, the remaining \$150k of earnest money is at risk.”
735. On March 1, 2023, I received an email from Jim Lever that said “ If the buyer cannot close tomorrow, the terms of the extension would be extending the closing until March 9, 2023 3:00 PM RMT. The buyer would release the \$150,000.00 to YZY by March 3, 3:00 PM RMT non-refundable, by signing an amend and extend agreement. the buyer would get credit for the \$150,000.00 if closed by the time allotted to close in the extension. The earnest money after that date would not apply towards the purchase price, and the contract would be in default.”
736. On March 1, 2023, John Skogman sent an email to Neil Phippen and said “I am working on the proposal/supplement to Agreement for Services for the water sampling. Who do you want to sign the proposal for your group? It looks like Erick Rengifo signed the Geo proposal.” I responded via email and said “Erick will sign, but send it to me and I will coordinate with him.”
737. On March 1, 2023, I received an email from Sarah Bocklemann with the countersigned side letter thereto (with said signed side letter exercising MineOne’s option to expand its service to a second facility to be interconnected at Company’s East Business Park

substation [aka the Campstool Business Park substation] per its BCIS Agreement with CLFPC).

738. On March 1, 2023, I received an email from Heaven Anderson (handerson@firstam.com) that said “Do you have an update on documents and if Erik will be signing?”
739. On March 1, 2023, I received an email from Jim Lever that said “Based on your conversation with me this morning are you formally cancelling [sic] the closing for tomorrow with MineOne as Buyer and YZY as Seller, based on the terms and conditions of the seller's agreement to either extend closing for an unknow [sic] period or not extend?”
740. On March 1, 2023, I received an email from John Skogman that said “Talking with our laboratories some more, they can run most of the analysis but not the silica dioxide (SiO₂).... Let me know if this works and we can finish up the proposal.” Neil Phippen responded via email and asked for the turn around time. Later that day, John sent me an email that said “As we discussed, attached is the Supplemental Change Order for the water sample and analysis. We have the sample bottles getting shipped to our office so we will hopefully be ready to collect the samples by Thursday afternoon. Let me know if you have any questions or find any additional information about the analysis we discussed.” I responded via email to John and said “I will send this to MineOne for signature, and will try to get it back to you today.”
741. On March 1, 2023, I sent an email to the MOTBO Team. It said “I've spoken with Jim Lever (YZY broker) and Heaven Anderson (Escrow officer) today and have some updates:
- (1) This is what Jim was able to get approved by the Seller regarding an extension: ‘If the buyer cannot close tomorrow, the terms of the extension would be extending the closing until March 9, 2023 3:00 PM RMT. The buyer would release the \$150,000.00 to YZY by March 3, 3:00 PM RMT non-refundable, by signing an amend and extend agreement. the buyer would get credit for the \$150,000.00 if closed by the time allotted to close in the extension. The earnest money after that date would not apply towards the purchase price, and the contract would be in default.’
- Is this acceptable to MineOne? If not, do you have a counter proposal?

(2) As with all agreements, we highly recommend that MineOne seek legal counsel regarding this situation. If MineOne chooses not to close by March 2nd, it is likely that Seller will hold MineOne in default of the agreement and seek legal recourse (which could subject MineOne to additional fees/damages beyond losing its remaining \$150k earnest money). This is a very important point: MineOne's risk/exposure here is greater than the remaining \$150k escrow money. Mr. Lever indicated it is likely that Seller will involve its legal team if MineOne doesn't proceed with closing without executing an extension, and that will start subjecting MineOne to any reasonable attorney fees incurred by Seller.

See the following language from the agreement:

XIII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.

A. TIME IS OF THE ESSENCE hereof, and any party who fails to tender any payment, or perform any other condition thereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this contract as breached and recover such damages as may be proper or may treat this contract as being in full force and effect and require specific performance of the items hereof. In lieu of the remedy provided above to Seller if buyer is the defaulting party, Seller may elect to terminate the Contract and retain all payments made hereunder as liquidated damages, such amount being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.

B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs, and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

C. Seller and Buyer agree that in the event of any controversy regarding earnest money held by Broker and/or Closing Agent, unless Broker and/or Closing Agent received written instructions from both Buyer and Seller as set forth in Wyoming Statutes 33-28-122(f) regarding disposition of the earnest money, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or may interplead all parties and deposit the earnest money deposit into a court of competent jurisdiction. Broker and/or

Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interplead funds or things of value.

- (3) In the event the parties are unable to agree on an extension, Jim Lever has suggested that the parties agree that some/all of the remaining \$150k of earnest money be considered as "damages" and released to Seller, and in return, Seller would not proceed with legal action (so that MineOne could avoid those extra costs). Heaven Anderson, the escrow officer, mentioned she has seen similar arrangements in situations like this. Would MineOne consider paying some or all of the \$150k of the remaining earnest money as damages to avoid having to pay Seller's attorney's fees if they proceed with legal action? If so, what is that amount?
- (4) We've received a quote from Terracon for water testing (\$1,700). Based on signing the change order today, they would expect results by mid next week. Please note there are some open questions because the two water quality test forms provided by MineOne have some differences. I will send those questions in a follow up email shortly.
- (5) We have a call scheduled with BHE this afternoon. Do you want us to tell BHE that MineOne isn't going to close on the YZY parcel tomorrow if BHE is unable to provide more assurance it can secure a favorable power rate for MineOne? Maybe doing that will further incentivize BHE to find a block of power for MineOne within its acceptable range.

Please let us know how you wish to proceed. We request a swift response given the time sensitive nature of the decisions that need to be made here.”

742. On March 1, 2023, Emory Patterson sent the Terracon proposal/change order to Erick Rengifo via Docusign for signing. Emory said in the Docusign email that Terracon “would take a sample from a hydrant or other water source as close to the property as they could. Terracon has represented that they have water testing tubes available to start the process for testing sooner, but the rush analysis would take 3-4 business days.” Emory then sent an email to the MOTBO Team and said “Although we have been working to obtain a water analysis for Campstool from various resources, including in coordination with Lovas Engineering and the local governing authority, BOPU, we

have additionally been coordinating with Terracon who has just now provided us a proposal/change order to capture a sample and perform the analysis. The cost would be \$1,700.00 with a 3-4 business day period required to do the testing and provide the analysis [sic]. I have attached a copy of the proposal/ change order below and additionally sent it to Erick via DocuSign. “

743. On March 1, 2023, I sent an email to Jim Lever and Heaven Anderson, which said “No update from MineOne tonight. But I've been told that they will call me in the morning to discuss. I'll let you know as soon as I know more.”
744. On March 1, 2023, I sent an email to the MOTBO Team that said “Haku - we've noticed that there is conflicting information in three tests requested by Bitmain (based upon the information you provided to us). See the images below. Which tests do you want Terracon to run? Also, please note that Terracon says the labs they work have said it is not possible to run a test for Silica dioxide (SiO₂).” I then provided the two charts that MineOne had sent to us earlier that listed the criteria. Haku responded via email and said “why cannot they run the test on Silica dioxide (SiO₂)?” I responded to her email and said “John at Terracon said that is not a test the labs run on water. I will request more info from him tomorrow about that and see what other options might exist for a Silica dioxide test.” She responded shortly after that via email again and said “Just confirmed with Bitmain. Please follow the form on the left” to which I responded via email “Ok, will do. One more thing. The chart on left has the same tests for Acid Consumption (CaCO₃) and Hardness (CaCO₃). Is that correct?” Haku then responded “yes they are the same.”
745. On March 2, 2023, I sent an email to the MOTBO Team regarding MineOne’s purchase agreement for Campstool Lot and said “Jiaming/Erick - please let us know how you would like to handle this today. Seller and Title company are waiting to know. We are available to discuss this with you on a call this morning.”
746. **On March 2, 2023, I received an email from Erick Rengifo that said “Please let the seller know we will buy the land. We are doing this just not to lose the 200k already put (plus all the other expenses). However, the way we will proceed with the development (if we decide to do that) will be treated independently of NRANGE due to terrible experiences and our huge losses of money, time and**

reputation. Tomorrow we will discuss details with you. Also, please tell the seller that we want to extend the closing date to March 17th. After we power on phase 1, before that we really don't have time to deal with it." Later that day, I sent a response via email and said "Hi Erick, as you requested, I will let the Seller know MineOne will proceed with buying the land. I will also request an extension for closing to March 17. As I mentioned in my email yesterday, the Seller has indicated they are willing to extend closing to March 9, but in return they want a release of the remaining \$150,000 of earnest money to them. Is MineOne willing to release some/all of the earnest money to Seller in return for the extension? Based upon my conversations with Jim Lever (YZY broker), it sounded like the Seller would not entertain an extension without some sort of release of earnest money. A signed extension is needed today in order to avoid the possibility of a default (and possible legal action by the Seller), so please let me know regarding a possible release of the earnest money in return for an extension as soon as possible (so I can work out the details and any required paperwork with the Seller)." Later that day, I sent another email to Erick Rengifo and Jiaming Li, saying "Hi Erick and Jiaming, I spoke with Jim Lever. He believes that the Seller would be willing to extend to March 20. However, the Seller will require that the remaining \$150k of earnest money held in escrow be released to the Seller. I asked if the Seller would consider a smaller amount, but Jim said that would not work for Seller. Is MineOne agreeable to releasing the \$150k in return for extending the closing to March 20? If not, is there some other structure/approach you would propose? Please let me know soon as the current deadline for the agreement is the end of today."

747. On March 2, 2023, I received an email from John Skogman letting me know the sample kit was ready to go (for collecting the water samples at Campstool). Later that day, I responded to John and said "we sent the change order to MineOne for signing yesterday. We just followed up with them again today. We'll let you know as soon as it is signed and you have approval to move forward."
748. On March 2, 2023, I received an email from Jim Lever with a seller-signed addendum we had discussed on the phone. Later that day, I sent the addendum to Erick Rengifo via Docusign with the following message: "here is the amendment approved/signed by Seller (YZY). As I've mentioned in previous communications today, Seller is willing to

provide an extension for closing (to March 20), but it also requires a release of the remaining \$150k of earnest money held in escrow by First American Title. Does that work for you? If not, would you propose something else? Please review the amendment and consult your attorney. Also, please note the closing is supposed to happen today. If it doesn't happen, and an extension isn't agreed to today, it is possible that the Seller will hold MineOne in default of the purchase agreement.” Later that day, I sent an email to Erick and said “Erick - I sent you an amendment signed by the Seller (that reflects the terms mentioned below), in the event you want to accept those terms. Please let me know how you'd like to handle this situation. Without communication/guidance from you about how MineOne wishes to handle this, I will not be able to prevent the Seller from taking possible action against MineOne (if/when the Closing date passes without a closing). Further, if you intend to miss the closing date and you'd like me to stand down and cease communication with the Seller's agent, please let me know.” After that, I sent an email to Jim Lever and said “Thank you, Jim. I've sent this [the addendum] to MineOne for review/signing. I am still waiting to hear from them if they will accept the release of the remaining \$150k earnest money. If I don't hear from them tonight, I do have a 7am call on Friday scheduled with them, so I should hopefully get their feedback by then...and then I will let you know.” Very early on March 3, 2023, Erick Rengifo replied to my email and said “Agreed with this.” Later on March 3, 2023, I responded to Erick's email and said “Hi Erick - ok. I confirmed with Jiaming this morning on our call as well. I just resent the amendment to you via Docusign so it's at the top of your inbox. Please let us know when you'd like to discuss the details today that you referenced in your email.”

749. On March 3, 2023, Erick Rengifo countersigned the Agreement to Amend/Extend (prepared March 2, 2023) related to the purchase of Campstool Lot 1.

750. On March 3, 2023, I sent an email to Heaven Anderson and Jim Lever and provided them with the fully signed Agreement to Amend/Extend. Heaven responded to my email and said “Received! Working on the wire transfer now.”

751. On March 3, 2023, Jim Lever sent an email to Sean Dong and Quin Yuan and said “The buyers have agreed to sign the extension. Heaven Should be releasing earnest money to your account this afternoon as soon as she receives the signed documentation.” I

responded to Jim via email and said “Jim - the signed amendment was sent to you and Heaven at 10:07am MST today.” Heaven also responded to Jim and said “These funds were released a few hours ago and should have already hit YZY’s account.”

- 752. On March 3, 2023, I received an email from Erick Rengifo, in which he stated “Now, moving forward, your reputation is not at all good. We have Bitmain completely opposed to you being the Host. It is clear that you do not know the business and no one wants to have issues during operations. We are meeting with all the parties during the weekend to try to find a middle ground that can allow us to move forward with the North range project. It is important to meet next Monday to discuss what has been presented to us and tell you the best way to proceed. Let’s meet on Monday at around 10.30 EST please.”**
753. On March 5, 2023, I sent an email to Erick Rengifo and said “it's good to hear from you. We've missed your direct involvement the past several months. Yes, let's meet Monday 3/6 at 10:30am EST as you requested. It is important we get clarity on what MineOne/Bitman want. Based on your email, it sounds like MineOne and/or Bitman want to replace BCB as operators of the site. Is that correct? I will follow up with some specific thoughts about your email later this week as I disagree with several of your points. I've sent a meeting invite for Monday (and included Neil and Emory). I look forward to speaking with you then.”
754. On March 6, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I said there was a \$900,038.29 payment due to First American Title on Friday 3/17 for closing on Campstool Lot 1.
755. On March 6, 2023, I sent an email to John Skogman and said “we're still waiting on MineOne to sign the change order. Also, they are wondering why the Silica dioxide (SiO₂) test is not available. I mentioned that the labs don't do that test, but they would like to get more info on that (since they have a client that has specifically requested that test).”
756. On March 7, 2023, I received an email from John Skogman in which he said “The laboratory actually thought the silica dioxide was a typo on the table, they had not heard of that test before. I did find another laboratory that can test for silicon but still not silica dioxide.”

757. On March 7, 2023, Emory Patterson and I attended a Google Meet teleconference with Erick Rengifo and Jiaming Li (which I recorded after receiving consent from Erick Rengifo). On that call, Erick Rengifo explained that Bitmain did not want BCB to be the host and manager at the North Range facility. Specifically, Erick Rengifo said “Our major client [Bitmain]-- our major partner here [Bitmain] is -- is -- he doesn't want you [Plaintiff BCB] to be the -- the -- the host and the manager.” (0:32). Erick also said “I go directly to the point. So what they [Bitmain] want is Wiley and team to do the hosting and management, the -- the real activities of hosting and management. And they told us, okay, you [MineOne] deal with BCB as you want as part of the payment structure, we [Bitmain] don't care, but we [Bitmain] want Wiley and team to do that.” (1:00). Erick continued, saying “They [Bitmain] told us, okay, you know what? As soon as Wiley is in charge of the -- of the hosting and management, we're [Bitmain] okay.” (3:04). I asked Erick if MOTBO's proposed plan for BCB at North Range would also apply to Campstool. Erick said that he needed to come back to that and to allow him one week (30:30). Later in the call, I asked again about Campstool and Erick said that I needed to give him time on that (32:35). I then asked Erick if he was trying to keep options open with Bitmain. Erick responded “Well, indeed -- indeed Bitmain is -- is the main -- is the main partner there [at the Campstool site]. Now, they -- they can do that. And they can do everything, because what they want is they wanted to have their own MDCs. They want to have everything. They have everything, we want to do everything. Okay.” (33:10). Later in the call, Jiaming Li said “That's why, you know, we were trying to secure -- still to secure that [Campstool] project with Bitmain and to use their container and miners so that they can, you know, get participated with -- with investments as well.” (34:26).
758. On March 7, 2023, I received an email from Dallas Lain in which she said “Just reaching out with a couple of admin things this morning. First, I'm attaching a copy of the outstanding invoices for MineOne. The one dated March 7 will go out in the mail today also to the NY address. If you wouldn't mind confirming that these are being received and processed, that would be most excellent.”

759. On March 8, 2023, I received an email from John Skogman in which he said “I just found a different lab that can analyze for silica dioxide. We could send the original list and of samples to our original planned lab and then the silica dioxide to a different lab. Cost would be \$250 with a rush turn around of 1-2 days. Let me know your thoughts, we can add this to the Change Order we previously sent or send a new one for this testing.”
760. On March 9, 2023, Emory Patterson sent an email to the MOTBO Team and said “Terracon did find another lab that can perform the silica dioxide study you had requested as part of the Bitmain water analysis requirements for the Campstool project. Would you like for them to include this additional silica dioxide study? We also have not received the signed Docusign for the ordinal water study yet.” Haku Du responded via email and said “As per the conversation with Michael, Silica dioxide (SiO₂) is not needed. Please only test the requirements listed on the left photo.” Haku then sent an email to Erick Rengifo and said “dear Erick, could you docusign the contract with terra on? That is for phase II water testing report.”
761. On March 9, 2023, I sent an email to John Skogman and said “We've been talking to MineOne and we expect a signed change order later today. It looks like we don't need to do the silica dioxide based on the latest info we received from MineOne. Thanks for checking on that one though.”
762. **On March 9, 2023, Erick Rengifo signed the Terracon Supplemental Change Order for the Campstool water testing.** Later that day, I sent an email to John Skogman and said “I'm forwarding you an executed copy of the water analysis change order form. Please see attached and let me know if you need anything else to move forward. Side note, the silicon dioxide test will not be required anymore.”
763. On March 9, 2023, I sent an email to Dallas Lain and said “I don't think that MineOne is checking for invoices at the NY address. Normally invoices come to me and then I submit them for payment. This is the first invoice I've received; I'll get it in the payment queue asap. MineOne usually pays via wire transfer. Can you please provide wire instructions. They will start with a \$100 wire, and once that is confirmed, they will wire the remaining balance.”

764. On March 10, 2023, I sent an update email to the MOTBO Team. As it relates to Campstool, I mentioned that \$8,099.00 was due to Crowley Fleck for its work related to the CARC application.

MINEONE INFORMS BCB THAT BCB WILL NOT HAVE ANY PARTICIPATION AT CAMPSTOOL (MEANING BCB WON'T GET PAID FOR ANY OF ITS PAST WORK OR ITS EXPECTED FUTURE WORK RELATED TO CAMPSTOOL); BCB FILES LAWSUIT AGAINST MINEONE AND RELATED PARTIES; MINEONE CLOSES ON ITS PURCHASE OF CAMPSTOOL LOT 1

765. On March 13, 2023, I received an email from Jiaming Li in which he provided MOTBO's proposed Amendment to the DHS Agreement. Article IV of the proposed amendment stated that BCB would have "...no claim and participation on what will be done in Campstool facility in terms of neither phase 1 (Acquisition; Build & Implementation Phase) nor phase 2 (Operation & Maintenance Phase)." It further stated that "this article replaces all the ones in the original Agreement and related documents." The proposed amendment also indicated that MineOne would pay BCB its remaining \$150,000.00 of project management fees related to the North Range site based on the following schedule: (a) \$40,000.00 at the signing of the Amendment and (b) \$50,000.00 at the fully operational delivery of the North Range facility, and (c) \$60,000.00 when BCB provides all the needed documentation and solve any other requests from MineOne's legal team to start proceedings against third-parties. Later that day, I responded via email to Jiaming Li via email and said "...based on the proposed amendment, it appears you are tying our earned, invoiced, and budget-approved \$90k progress payment for implementation services to us signing the amendment (\$40k) and fully energizing the site (\$50k). That is not acceptable. This \$90k is due now with no strings attached for services we have already performed. Please, Jiaming, I request you honor your word from Friday when you said you would pay us \$45k today. Will you send this \$45k payment by EOD tomorrow?"
766. On March 15, 2023, I sent an email to Erick Rengifo and Jiaming Li that stated

“On Tuesday 3/7, you told us that MineOne is replacing BCB as the operator of the North Range site with Wiley’s [MineOne] team. Then you presented, and we further clarified, MineOne's proposal of a much-reduced scope of work for BCB (which would only include coordinating power pricing with BHE, local public relations, and limited accounting services) for a much-reduced compensation package to BCB.

On Monday 3/13, you sent us a proposed amendment confirming MineOne’s removal of BCB as operator of the North Range site and MineOne’s exclusion of BCB from the Campstool site, among other things. Further, you are withholding payment (for services already rendered) contingent upon BCB signing MineOne’s proposed amendment.

The fact that Wiley’s [MineOne] team is on site now, and has been for some time, coupled with several statements made by members of Wiley’s [MineOne] team the past few weeks that they are on site to replace BCB as the site operator (which we dismissed at the time, knowing we have a contract with MineOne which says that BCB is the site operator), makes it apparent MineOne’s replacement process is already in motion. It also makes sense now why our multiple requests to discuss the Phase 2 budget for operations have gone unanswered, as it would appear MineOne has not intended, and will not allow, BCB to operate the North Range site.

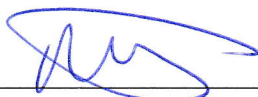
MineOne’s plan and actions greatly concern us. MineOne’s words and actions are an anticipatory repudiation and/or a material breach of our MineOne/BCB contract and the implied covenant of good faith and fair dealing inherent in that contract. Unilaterally removing BCB for no just cause and replacing BCB with Wiley’s [MineOne] team precludes BCB from performing BCB's obligations under the contract, which will result in BCB not receiving the benefits it contracted for and reasonably expected to receive. This is an intentional and tortious interference with, and a failure to cooperate in, BCB’s performance.”

767. On March 15, 2023, BCB filed its COMPLAINT FOR BREACH OF CONTRACT, ANTICIPATORY REPUDIATION OF CONTRACT, INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS, ALTER EGO LIABILITY, ENTERPRISE LIABILITY, AND LOST PROFITS AND MONEY DAMAGES in Wyoming Chancery Court against several MOTBO-related defendants

768. On March 16, 2023, I received an email from Jim Lever in which he asked me “do we know who my contact at MineOne is?” I responded via email to Jim and said “going forward, your two primary contacts for coordinating the closing of Lot 1 Block 4 at Campstool are Dr. Erick Rengifo and Dr. Jiaming Li.” Heaven responded and said “I just heard the news. Super disappointed for you.” On March 19, 2023, I responded to Heaven and said “thanks for your email. I really appreciate it. My best wishes for getting this Campstool transaction closed; it's been such a long and challenging process.”
769. At some point before May 1, 2023, MineOne closed on its purchase of Campstool Lot 1. On May 1, 2023, the Warranty Deed for Campstool Lot 1 was recorded by the Laramie County Clerk.
770. At no point before March 13, 2024 (when Jiaming Li emailed the proposed amendment to the DHS Agreement to me that indicated BCB would not have any participation on the Campstool project) did any MOTBO representative inform BCB that BCB would not be allowed to participate in the building and operation of the Campstool facility (and therefore receive payments related to Campstool per the DHS Agreement). In other words, MOTBO directed BCB to do everything required for MineOne Wyoming to purchase Campstool Lot 1 (after obtaining the knowledge that the CARC would allow a bitcoin data center on Campstool Lot 1) and obtain all necessary City approvals and permits for construction to start on the planned facility, and only after those things were done (through many months of diligent work by BCB), did MOTBO then inform BCB that BCB was not going to participate in the work, and the compensation, related to Campstool.
771. To date, BCB has not received any compensation from MineOne for any of the work BCB performed on behalf of MineOne related to the Campstool facility (even though, among other things, MineOne (a) received approval from the CARC to operate a bitcoin data center on Campstool Lot 1 per the approved plans authorized by MineOne, (b) exercised the option in its BCIS Agreement with CLFPC for the 30MW at Campstool, and (c) purchased Campstool Lot 1).

FURTHER AFFIANT SAYETH NOT.

DATED this 20th day of March, 2024.



(SIGNATURE)

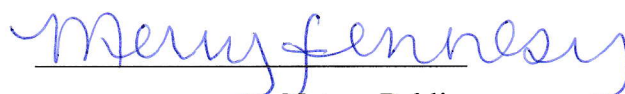
STATE OF ARIZONA)

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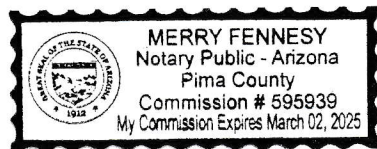
COUNTY OF PIMA)

Before me, a Notary Public in and for the County of Pima, State of Arizona, personally appeared Michael Murphy, this 20 day of March, 2024, and he being duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true and correct.

Witness my hand and official seal:


Notary Public

S
E
A
L



My Commission Expires: 3/2/25